

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-01-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-01-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम/Department Name	Ongc Videsh Limited
संगठन का नाम/Organisation Name	Ongc Videsh Limited
कार्यालय का नाम/Office Name	Corporate Office, New Delhi
वस्तु श्रेणी /Item Category	Financial Audit Services - Review of Financial Statements, Financial Reporting Framework, Audit report; Audit Firm, CA Firm
अनुबंध अवधि /Contract Period	3 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकरों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकरों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया जाना है। / Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
अनुमानित बिड मूल्य /Estimated Bid Value	31800000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है। / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	704000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this

Policy.

(b).ईएमडी और संगादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

DGM(F&A)

Corporate Office, New Delhi, ONGC VIDESH Limited, ONGC VIDESH Limited, Ministry of Petroleum and Natural Gas (Ongc Videsh Limited)

**UIN Number NCTGC2415P**

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GEM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

3. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or  
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price Format - <1765524310.xlsx>

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**Number of Years of firm/company's existence as per ICAI certificate:** Refer Bid Evaluation Criteria(BEC)

**Number of years of experience as on date of which at least XX years should be in internal/external audit of companies, PSUs and centrally funded institutions.:** Refer Bid Evaluation Criteria(BEC)

**Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:** Refer Bid Evaluation Criteria(BEC)

**Number of partners/ qualified professionals in full time employment with DISA/CISA qualification:** Refer Bid Evaluation Criteria(BEC)

**Number of XX fulltime CA's required and YY professional audit staff:** Refer Bid Evaluation Criteria(BEC)

**Financial Audit Services - Review Of Financial Statements, Financial Reporting Framework, Audit Report; Audit Firm, CA Firm ( 1 )**

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Scope of Work	Review of Financial Statements , Financial Reporting Framework , Audit report
Type of Financial Audit Partner	Audit Firm , CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Audit of financial statements , Reliability of financial reporting , Internal control of financial , Investigating fraud , Compliance with law & regulations , Governance of company , Compliance with contracts , Review system & processes , Treasury operations
Type of Industries/Functions	Sales, Services and Revenue , Purchase & Procurement , Inventory & Store management , Human Resource & Payroll , Operational & Administrative , Fixed assets, depreciation and amortisation , Payables , Receivables
Frequency of Progress Report	Monthly
MIS Reporting for Financial Audit support	Yes

विवरण/ Specification	मूल्य/ Values
Frequency of MIS reporting	Monthly
State	NA
District	NA
<b>एडऑन /Addon(s)</b>	
Post Financial Audit Support	NA

#### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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#### अतिरिक्त विशिष्ट दस्तावेज /Additional Specification Documents

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N.o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Aditya Kumar Pal	110070,3rd Floor, Tower B, Pandit Deendayal Upadhyaya Urja Bhawan, Plot No. 5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-110070	1	N/A

#### क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

##### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

##### 2. Generic

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including addons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **BUYER SPECIFIC ATC**

1. Bidder shall be required to indicate OVL's Vendor code in the bid. The bidders, who do not have OVL's Vendor code, will require to submit following documents for creation of vendor code:
  - I. Company/ Firm registration copy,
  - II. GST registration copy,
  - III. PAN detail copy
  - IV. Valid email ID, Contact No.
  - V. Complete Address
  - VI MSE (UDYAM Certificate), if the bidder is MSE
2. Bid will not be considered for evaluation where bidder /supporting company/ultimate controlling company/JV partner/Consortium Partner is undergoing an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof) or, in case of an international bidder, is undergoing any proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction, as on actual techno-commercial bid opening date.

In case a bidder /supporting company/ultimate controlling company/JV partner/Consortium Partner is undergoing or gets admitted to an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof) or in case of an international bidder, is undergoing or gets admitted to any proceedings for resolution of bankruptcy /insolvency, or is declared as bankrupt/insolvent by concerned court/authority of relevant jurisdiction, prior to or during Tender evaluation stages, then such bids will be rejected

3. Bidders are required to submit the following undertakings/declarations, on the company's letter head and duly signed by the signatory of the bid:
  - a) Appendix- BP1, BP2 and BP3 on acceptance of ONGC VIDESH's 'Policy for Banning/provisional Suspension of Business Dealings with erring Firms'  
I hereby undertake not to withdraw or modify or impair or derogate from the bid in any respect within the period of validity of this bid. I undertake that the information / documents furnished in this bid are not false, misleading or forged. I also undertake to furnish requisite performance security / PBG within stipulated time required as per GeM bid / RA conditions. I understand that GeM has the right to debar me from GeM portal as per GeM GTC and GeM Incident Management Policy for violation of this declaration / undertaking.
  - b) We shall provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling ONGC Videsh to avail Input tax (GST) credit. (Not applicable for the bidder who are under composition levy).

Further, the bidders shall undertake to provide all the necessary compliances / invoice /documents for enabling OVL to avail Input tax credit benefits, in respect of the payments of GST which are payable against the contract (if awarded). The successful bidders should provide Tax Invoice issued under GST legislations.

The successful bidders should upload the details of the invoices raised on OVL on the GST Network within the prescribed time limits and undertake to adhere to all other compliances under the GST regulations/ legislations.

In case any credit, refund or other benefit is denied or delayed to OVL due to any non-compliance of GST legislation by the bidder such as failure to upload the details of the supply on the GSTN portal, failure to pa

y GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents/ information by the bidder, the bidder would reimburse the loss to OVL and/ or OVL may recover the same, but not limited to, the tax loss, interest and penalty.

- d) We hereby declare that neither we ourselves, nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC / ONGC Videsh debarring us from carrying on business dealings with ONGC Videsh.
- e) I/we undertake that all the documents/certificates/information submitted by us against the tender are genuine. In case any of the documents/certificates/information submitted by us is found to be false or forged, action as deemed fit may be initiated by ONGC Videsh at its sole discretion.
- f) I/We hereby undertake acceptance to the contract period indicated in the tender document.
- g) I/We hereby undertake acceptance to the mobilization period indicated in the tender document.
- h) I/We hereby undertake that I/We have read the ONGC Videsh's "Policy on Climate Change & Sustainability" and I/We am/are working upon to develop my/our policy as well.
- i) I/We hereby undertake that prices are firm during the entire duration of the contract and/or with any qualifications
- j) I/We undertake that all conditions as contained in the 'tender document (including the 'Service Level Agreement', Special Conditions of Contract and Scope of Work) as well as ALL the corrigendum / amendments / instructions contained and published / uploaded in GeM, against the tender, before the deadline specified for submission of bids are acceptable to us unconditionally.
- k) I/We have quoted prices after taking into consideration all the tender terms and condition including corrigendum/amendments/instructions contained and published/uploaded in GeM, against the tender, before the deadline specified for submission of bids.
- l) I/We confirm that I/we have read the ONGC Videsh's QHSE Policy.
- m) I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We certify that bidder M/s. \_\_\_\_\_ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. \_\_\_\_\_ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender.
- n) I/ We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I/We certify that bidder M/s. \_\_\_\_\_ (Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.
- o) I/We .....(Name of the bidder) hereby declare and accept that if we withdraw or modify our

*Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the NIT, we will be suspended for the period as per GeM Policy.*

The bidder not submitting the EMD as per tender conditions shall be rejected

#### **4 UNSOLICITED POST TENDER MODIFICATIONS:**

- 4.1 Unsolicited post-tender modification will lead to straight away rejection of the offer.
- 4.2 In case certain clarifications are sought by OVL after opening of bid then the reply of the Bidder should be restricted to the clarification sought. Any bidder who modifies his bid (including all modifications which have the effect of altering his offer) after the closing date, without any specific reference by OVL, shall render his bid liable to be ignored and rejected without notice and without reference to the bidder.

#### **UNSOLICITED COMMUNICATIONS:**

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

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

The above provision will not prevent any bidder from making representation in connection with processing of tender directly in GeM Portal. However, if such representation is found by OVL to be un-substantiative and / or frivolous and if the tender has to be closed because of the delays / disruptions caused by such representations and the job has to be re-tendered, then such bidder will not be allowed to participate in the re-invited tender.

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

#### **5. OVL's Policy on Climate Change and Sustainability**

Bidders should simply confirm that they have read the OVL's following "Policy on Climate Change & Sustainability" and they are working upon to develop their policy as well.

- i. OVL is committed to enhance contribution to sustainable development through a greater integration of economic, environmental and social dimensions.
- ii. OVL shall endeavour for GHG emission mitigation from our operations and participate in Kyoto and other protocol where India is a signatory. We shall strive to achieve quantifiable milestones in these aspects.
- iii. OVL shall partner with sustainability advocacy organizations where our strengths are complementary and also actively propagate the idea of GHG mitigation at national and international operations where we are busin

- ess partner.
- iv. OVL shall develop and invest in advanced low carbon technologies to meet growing demand for affordable energy products while improving security of supply and reducing environmental impacts.
  - v. OVL's aim shall be to achieve competitive business advantage from GHG abatement programmes, particularly through process efficiency, besides improving environmental performance.
  - vi. OVL shall endeavour to develop new business opportunities through investment in climate change.
  - vii. OVL shall try to adopt triple bottom line accounting and reporting to raise awareness of the true cost and benefits.
  - viii. Above all, OVL shall make sustainability a foundation of our business strategy.
6. The bidder shall not indulge themselves or allow others to indulge in fraudulent activities and that they would immediately apprise the OVL of the fraud/suspected fraud as soon as it comes to their notice.
7. Bidders should not indicate/disclose prices in techno-commercial (un-priced bid). In case bidders indicate/disclose prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid, their bids shall be evaluated without giving any cognizance to such prices. Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only. If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price-bid, but has not indicated any price in its Price Bid, its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.
8. The Bid Security / SD shall be acceptable in any of the following forms only:
- i) Electronic Bank Guarantee (e-BG) in the prescribed format as per GeM portal. Bidders will be required to provide the details of e-BG such as Number, Date, Name of issuing bank, Expiry, Claim period and amount in their bid. The e-BG in pdf format should also be submitted by bidder in its e-bid in the e-bidding portal.
  - ii) NEFT/RTGS/Electronic fund transfer to account of ONGC VIDESH. The bidder shall be required to submit/ upload the proof of successful payment of bid security amount to the designated account of ONGC VIDESH, and details of payment thereof with the offer (with techno-commercial bid in case of two bid system).
  - iii) The default/Preferable mode of submission of Bid Security will be NEFT/RTGS/Electronic fund transfer or e-BG, however, whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS Bank Guarantee (SFMS-BG).
- a. Bidder shall get SFMS BG issued from SFMS enabled Bank as allowed by ONGC VIDESH in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to ONGC VIDESH's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG towards Bid Security along with SFMS delivery report /message copy which has been transmitted to ONGC VIDESH's bank by BG issuing bank through SFMS system.
  - b. The SFMS BG will have to be given on non-judicial stamp paper / with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt e-stamping should be either in the name of the issuing bank or the bidder

- c. SFMS BG will not be acceptable unless details of the same is transmitted to the ONGC VIDESH's Bank through SFMS platform. It's bidder's responsibility to ensure that BG issuing bank sends the BG advice correctly in the form of message format 760COV via SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc.
- d. In case of any error by the applicant (bidder/contractor) or BG issuing bank while capturing the requisite field details/format or non-receipt of confirmation of BG through SFMS 760COV message format, the bid shall be liable for rejection and bidder/contractor shall be responsible for the same.
- e. For any amendment of SFMS BG, message 767COV through SFMS should be used.
- iv) Irrevocable Unconditional Insurance Surety Bond in the prescribed format as per Appendix 4B, valid for 45 days beyond the date of required validity of offer. The Insurance Surety Bond by Indian bidder will have to be given on non-judicial stamp paper / franking receipt as per stamp duty applicable at the place where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper / franking receipt should be either in the name of the insurance company (insurer) or the bidder. The bidders will give Insurance surety Bond from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI). Bidders will be required to provide the details of unconditional Insurance Surety Bond such as Number, Date, Name of Insurance company (Insurer), Expiry date, Claim period and amount in their bid. The Insurance Surety Bond in pdf format should also be submitted by bidder in its e-bid in the e-bidding portal.
- v) **(Applicable only in case bid security is submitted in the form of SFMS BG/Unconditional Irrevocable Insurance Surety Bond. Not applicable in case bid security is submitted via NEFT/RTGS/Electronic fund transfer Or e-BG).**

The original SFMS Bank Guarantee (along with the SFMS delivery report/message copy transmitted by the issuing bank through the SFMS system to the beneficiary's bank, i.e., ONGC VIDESH's bank) or the original Unconditional Irrevocable Insurance Surety Bond towards bid security must be submitted directly to the Buyer, in accordance with the GeM General Terms and Conditions (GTC).

- vi) For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of ONGC Videsh (Beneficiary) are as under:

(i)	PAN	AAACO1230F
(ii)	Name	ONGC VIDESH LIMITED
(iii)	Date of Incorporation	05.03.1965
(iv)	Email ID	<a href="mailto:Parv_jain@ongcvidesh.in">Parv_jain@ongcvidesh.in</a>
(v)	Contact No.	8291281634
(vi)	Legal Constitution	Entity

(vii)	Registered office address	Deendayal Urja Bhawan, ONGC Videsh Limited 3 <sup>rd</sup> Floor, Tower B, 5-Nelson Mandela Marg, Vasant Kunj, New Delhi-110070
(viii)	Registered office address Pin code	110070
(ix)	Communication address	Deendayal Urja Bhawan, ONGC Videsh Limited 3rd Floor, Tower B, 5-Nelson Mandela Marg, Vasant Kunj, New Delhi-110070
(x)	Communication Address P in code	110070

vii) NEFT/RTGS/IMPS: The EMD/ SD shall be deposited in following ONGC VIDESH account  
 Beneficiary name ONGC VIDESH LIMITED  
 Account No.: 10277786661  
 IFSC Code: SBIN0017313  
 Bank Name: STATE BANK OF INDIA  
 Branch address: CAG II NEW DELHI

Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG.

9. **Undertaking to be submitted by the bidders who are eligible for EMD exemption as per GeM GTC:** Bid Securing Declaration "We (Name of the bidder) hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the tender, we will be banned for a period of two years. We understand that no further correspondence in this regard shall be accepted by ONGC VIDESH.

10. **Performance security:** Performance security applicable for the tender is as under:

Description	PBG %	Validity required.
Hiring of Services	3% of contract value.	39 months.

The Security Deposit may be provided in the form of SFMS Bank Guarantee, Unconditional Irrevocable Insurance Surety Bond, NEFT, RTGS, Electronic Fund Transfer, or e-BG as brought at para 2 above.

**The successful Bidder shall furnish the Performance Security within 30 (Thirty) days from the date of issue of GeM contract in accordance with the conditions of the contract.**

**In case PBG is not submitted within 30 days from the date of award of GeM contract, a sum equivalent to 1.5% (one and half percent) of the amount of Performance Security per month for such delay or part thereof shall be recovered from the first Bill/invoice (& any remaining amount from subsequent invoice) submitted by the contractor**

**11. GENERAL**

- i. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC VIDESH and that the contractor may suffer summary termination of contract / disqualification in case of violation.
  - ii. On site inspection will be carried out by ONGC VIDESH's officers / representative /Third Parties at the discretion of the ONGC VIDESH.
12. In case of a query the bidder can send email to [parv\\_jain@ongcvidesh.in](mailto:parv_jain@ongcvidesh.in) and [nk\\_shukla@ongcvidesh.in](mailto:nk_shukla@ongcvidesh.in)
13. Contact details of Dealing officer:  
Parv Jain, SE(Electn.)  
3353, Tower-B, Deendayal Upadhyaya building,  
ONGC Videsh, 5, Nelson Mandela Marg,  
Vasant Kunj, New Delhi-110070  
Mob: 8291281634

Neeraj Kumar Shukla, DGM(SCM)

Mob: 9969223656

**14. SAME IP Address:**

Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having matching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.

**15. Details of IEM:**

**Raising Disputes / Complaints.**

The bidders may raise disputes / complaints, if any, either with the designated Competent Purchasing Authority (CPA) in ONGC Videsh or with concerned Director of ONGC Videsh or directly with the IEM c/o Chief Vigilance Officer, ONGC, Deendayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070."

**Note:**

- (i) IEMs would not consider any representation received after the oral submission has already been made by the representing bidder unless some addition documents or clarifications have specifically been sought by IEMs from the representing bidder.

- 
- (ii) IEMs would consider only those representations on post contract issues wherein there is an alleged violation of provisions of IP.
- (iii) The name and e-mail IDs of the IEMs appointed in ONGC are as under:
1. Shri Vinit Kumar Jayaswal([gkvinit@gmail.com](mailto:gkvinit@gmail.com))
  2. Sh. Rajit Ranjan Okhandiar ([rajit123@gmail.com](mailto:rajit123@gmail.com))
  3. Shri Vishpavan Pati ([pativishvapavan@gmail.com](mailto:pativishvapavan@gmail.com))
- (iv) Bidders should not send pre bid queries/clarifications or any other tender related queries to IEMs
16. For more details, refer to attached standard tender document of ONGC Videsh.

#### **4. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

#### **5. Buyer Added Bid Specific SLA**

File Attachment [Click here to view the file.](#)

#### **6. Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

#### **7. Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

#### **8. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

ONGC VIDESH LIMITED  
Account No.  
10277786661  
IFSC Code  
SBIN0017313  
Bank Name  
STATE BANK OF INDIA  
Branch address

CAG II NEW DELHI

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 9. **Buyer Added Bid Specific SLA**

Text Clause(s)

## **INTEGRITY PACT**

Between

ONGC Videsh hereinafter referred to as "The Principal",

and

..... hereinafter referred to as "The Bidder(s)/ Contract or(s)"

(The Principal and the Bidder (s)/Contractor(s) are collectively referred to as "the Parties".

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... ("the Contract"). 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, by way of this Integrity Pact ("the Pact") will appoint Independent External Monitor ("IEM") 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:-

- a. No employee of the Principal, personally or through relatives or any other person, will in connection with the tender, or for the execution of the Contract, demand, promise or accept for himself/herself or any third person, any material or immaterial benefit which he/she is not legally entitled to.
- b. 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 additional/confidential information through which the bidder could obtain an advantage in relation to the tender process or the contract execution.
- c. 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 to take all measures necessary to prevent corruption. He commits himself to observe the following during his participation in the tender process and during the contract execution:

- a. 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.
  - b. The Bidder / Contractor will not enter into any agreement or understanding with other Bidders in connection with the bid, including but not limited 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.
- 
- c. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India/Indian Penal Code, 1860. 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.

- d. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- e. The bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder(s)/ contractor(s) of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender.
- f. The bidder(s)/ contractor (s) who have signed the Pact shall not approach the Courts while the matters/disputes/issues, related to tender process or the Contract are presented before the IEM and awaiting the final decision.

(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**

(1) If the Bidder, before the Contract is awarded, 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:

- a. the Principal is entitled to disqualify the Bidder from the tender process or to terminate the Contract, if already signed, for such reason.
- b. the Principal is entitled to exclude the Bidder / Contractor from participating in future contracts/tenders. The imposition and duration of the exclusion will be determined by the Principal based on 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 six (6) months and maximum of three (3) years.

(2) An act/omission would be treated as a transgression after due consideration of the available evidence by the Principal.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such disqualification/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 of disqualification/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 the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the aforesaid disqualification/exclusion prematurely.

## **Section 4**

### **Compensation for Damages**

(1) Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the Principal shall have the following rights in case of breach of this Pact by the Bidder/Contractor:

- (1) To forfeit the Earnest Money/Bid Security if the Bidder is disqualified from the tender process prior to the award in terms of Section 3;
- (2) To forfeit/invoke the Security Deposit/ Performance Bank Guarantee if the Principal has either terminated or is entitled to terminate the Contract of the Bidder in terms of Section 3.

## **Section 5**

### **Previous transgression**

(1) Bidders to disclose any transgressions with any other public / government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression (s) is /are to be reported by the bidders shall be the last three years to be reckoned from Bid Submission End Date (extended date, if any). The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(2) Any concealment of information or misrepresentation of facts, in regard to the aforesaid, can lead to his disqualification from the tender process or termination of the Contract, if already awarded, or invite any other appropriate action(s) as deemed fit.

## **Section 6**

### **Equal treatment of all Bidders / Contractors / Subcontractors**

(1) The Principal will enter into Pacts on identical terms with all bidders and contractors.

(2) The Bidder(s) / Contractor(s) assures to procure from all their subcontractors an undertaking for the adoption of this Pact. The Bidder (s) / Contractor(s) shall alone be responsible for any violation (s) of the provisions laid down in the Pact by any/all of their sub-contractor (s) or sub-vendor (s).

(3) The Principal will be entitled to 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 as per existing Anti-Corruption Law in India, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section 8**

### **Independent External Monitor / Monitors**

(1) The Principal appoints competent and credible Independent External Monitor a

s nominated and approved by the Central Vigilance Commission. The task of the IEM is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact.

The IEM would be required to sign 'Non- Disclosure Agreements' alongwith a declaration of 'Absence of Conflict of Interest'. In case of any conflict of interest arises at a later date, the IEM shall inform Chairperson of the Board of the Principal and recuse himself/herself from that case.

(2) The IEM 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.

The IEM would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

(3) The Bidder/Contractor accepts that the IEM has the right to access, without restriction, all Project documentation available with the Principal including the document/s/ records/ information provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the documents/ records/ information of the Bidder/Contractor/ Subcontractor with confidentiality.

(4) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the Project provided that such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The Parties will offer to the IEM the option to participate in such meetings.

(5) As soon as the IEM notices, or suspects, a violation of this Pact, he will inform the Management of the Principal and request the Management to discontinue or rectify the violation, or take any other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to the Bidder / Contractor to present his case before making its recommendations to the Principal.

(6) The IEM is expected to tender their recommendation on all the complaints within 30 days of their receipt, to the Chairperson of the Board of the Principal. Further, should the occasion arise, the IEM may submit proposals for correcting problematic situations.

- (7) If the IEM has reported to the Chairperson of the Board of the Principal a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India/Indian Penal Code, 1860, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEM may transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'IEM' would include both singular and plural.

## **Section 9**

### **Pact Duration**

- (1) This Pact comes into force when both parties have 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.
- (2) If any claim is made / lodged during the aforesaid duration, the same shall continue to be valid despite the lapse of this pact as specified above, till it is discharged / determined by Chairperson of the Board of the Principal.

## **Section 10**

### **Other provisions**

- (1) This Pact 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 to any issue / dispute arising under this Pact.
- (2) If the Contractor is a partnership or a consortium, this Pact must be signed by all partners or consortium members.
- (3) If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.

(4) Issues like warranty/ guarantee etc. shall be outside the purview of IEM.

-----  
For the Principal

-----  
For the Bidder / Contractor

Place -----

Witness 1 : -----

Date -----

Witness 2 : -----

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस नियिदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा। /In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake

compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

## **Scope of Work and Methodology for Part-I**

*ONGC Videsh is required to appoint an Internal Auditor as per Section 138 of the Companies Act, 2013 read with Rule 13 of Companies (Accounts) Rules 2014. Broad terms of engagement with the out-sourced internal audit service provider are as follows.*

## **1. Purpose and Objectives of Internal Audit function**

The activities of the internal audit function include:

- a) Evaluation of internal control. Reviewing controls and recommending improvements thereto.
- b) Examination of financial information. Review the means used to identify, measure, classify and report financial and operating information, and to make specific inquiry into individual items, including detailed testing of transactions, balances and procedures.
- c) Review of operating activities. Review the economy, efficiency and effectiveness of operating activities, including non-financial activities of the company.
- d) Review of compliance with laws and regulations. Review compliance with laws, regulations and other external requirements, and with management policies and directives and other internal requirements.
- e) Risk management. The internal audit function may assist the organization by identifying and evaluating significant exposures to risk and contributing to the improvement of risk management and control systems.
- f) Governance. Assess the governance process in its accomplishment of objectives on ethics and values, performance management and accountability, communicating risk and control information to appropriate areas of the organization and effectiveness of communication among those charged with governance, external and internal auditors, and management.

## **2. Accountability and authority**

The Internal Auditor is accountable to deliver the outcome of his work to the appointing authority or those charged with governance. Along with accountability, comes the authority and the powers required to conduct audits without any undue hindrances and to receive all information and system access on time.

## **3. Roles and Responsibility**

Internal audit provides independent reasonable assurance on the effectiveness of internal controls and risk management processes to enhance governance and achieve organisational objectives.

## **4. Quality Assurance and Conformance with SIAs**

Internal Auditors to ensure high quality audit work and procedures, the audit procedures will be conducted in conformance with ICAI pronouncements applicable at the time including sampling. Adequate checks be put in place to ensure reliability and credibility of the output. The internal audit report shall include a statement confirming that “the internal audit was conducted in accordance with the Standards of Internal Audit issued by the Institute of Chartered Accountants of India”

## **5. Reporting**

Reports that may be provided by Internal auditors are as follows.

- a) Internal Audit Plan and Risk Assessment.
- b) Draft and Final Audit Reports.
- c) Executive Summaries and Management Presentations.
- d) Issue Logs and Remediation Trackers.
- e) Periodic Progress Reports to Management/Audit Committee.
- f) Others, as required as per the contract.

## **6. Working Papers**

The internal audit working papers shall be complete in all respect for each audit. The documentation must be retained by the Internal Auditor for review as and when required. Ownership of working papers, checklists, audit steps, and related documentation shall primarily reside with the Internal Auditors. However, these documents shall be made available to ONGC Videsh upon request, as and when required.

## **7. Audit Management Tool:**

Internal Auditors may be asked to deploy their Audit Management Tool or use Audit Management Tool provided by ONGC Videsh for conduct of Internal Audits during the tenure of engagement.

### **A. Scope of work for Internal Audit at Corporate Office of ONGC Videsh New Delhi for FYs 2026-27, 2027-28 and 2028-29.**

The Audit Firm/ Body Corporate would carry comprehensive internal audit at the Corporate Office in New Delhi comprising following, but not limited to :-

#### **1 Finance & Accounting (Four numbers of audits per financial year viz. Quarter I, Half yearly, 9 Month and Annual)**

- a) Authorization of expenses and payments
- b) Cash & bank including Bank Reconciliation Statements
- c) Accounts reconciliations
- d) Revenue & Receivables
- e) Fixed Assets accounting
- f) Identification of reasons for delay in capitalization of CWIP / EWIP / DWIP and ageing analysis
- g) Payroll accounting including foreign payroll
- h) General accounting
- i) Budget Controls
- j) Cash Calls Payments
- k) Direct and Indirect Taxation
- l) Well Wise Accounting based upon information received from Operator i.e., EWIP/DWIP/PP/Dry Well (additions as well as existing wells)
- m) Compliance of IND-AS and other pronouncements issued by ICAI
- n) JIB Accounting
- o) Compliance of provisions of statutory levies applicable to the Company
- p) Ledger, Vendors and Customers scrutiny
- q) Vouching sample items of expenditure & Income in respect of operated blocks, overseas offices and corporate offices.
- r) Project wise financials and accounting
- s) Standalone and Consolidated financial results/statements of the company in each quarter with the objective of ensuring true and fair view of the quarterly results. Review of items such as:
  - i. Status of the work-in-progress of exploration wells, development wells as well as capital work-in-progress
  - ii. Status of each cash and bank account and balance thereof.
  - iii. Recovery of each item of loans and advances.
  - iv. Details of Sundry Debtors and age-wise analysis with recovery status.
  - v. Details of Creditors with age-wise analysis and status of payments.
  - vi. Review of various long-term loans.

- vii. Details of all other assets or liability of the company including abandonment fund, liability for abandonment fund and various provisions.
- viii. Review of calculation of Abandonment fund, depletion and impairment.

## **2 HR & Administration (One audit per financial year)**

- a) Policies & Procedure
- b) Statutory/ Local compliance requirements and status
- c) Payroll processing including foreign payroll
- d) Timely recovery of Loans and Advances to employees.
- e) Statutory compliances for both Employees/Contractors
- f) Legal expense management and status of legal matters
- g) Contract management
- h) Training

## **3 Enterprise Risk Management (One audit per financial year)**

- a) Risk Policy
- b) Risk Framework
- c) Risk Identification & Evaluation (Risk register)
- d) Risk Monitoring & Mitigation
- e) Risk review by Management & Board

## **4. Treasury Management (One audit per financial year)**

- a) Loans/Borrowings/Credit facility management:
  - Raising/borrowing short term & long-term funds
  - Arrangement of non-fund-based facilities including Bank Guarantees
- b) Investment of surplus fund.
- c) Cash Flow Management
- d) FEMA/RBI compliances with guidelines etc.
- e) Forex transactions

## **5 Business Development/Planning (One audit per financial year)**

- a) Propriety of Business Development Expenditure
- b) Recovery of Expenditure made on Business Development on behalf of consortium partners/JV companies
- c) Measuring MoU performance
- d) Review of envisaged vs actual IRR of all projects

## **6 Procurement/ Supply Chain Management (SCM) (One audit per financial year)**

- a) Review of Materials / Services planning and budgeting
- b) Materials / Services requisitioning and procurement / Hiring
- c) Procedure of Vendor Development and Evaluation
- d) Material /Services receipt & payment
- e) Review of contracts awarded on nomination basis (as and when asked for by Management).

**7 Information Technology (One audit per financial year)**

- a) Access rights management
- b) Review of key IT policies
- c) Process of change management – access rights, customization/changes in SAP and other key systems
- d) High level review of effective utilization of SAP functionalities
- e) Review of key MIS/reporting to management

**8 Projects Management (Minimum three projects in each quarter but all projects to be covered in each financial year)**

- a) Sakhalin-1, Russia
- b) Block 5A (SPOC), South Sudan
- c) Blocks CPO-5, Colombia
- d) Blocks A-1 & Block A-3 including pipeline projects, Block B2 & Block EP3, Myanmar
- e) Block 06.1 & Block 128, Vietnam
- f) ACG Project and BTC pipeline, Azerbaijan
- g) Mozambique Project
- h) BC-10 & BM-SEAL-4, Brazil
- i) GPOC Project, South Sudan
- j) Imperial Energy, Russia
- k) Vankorneft, Russia
- l) Sanchristobal Project and Carabobo Project, Venezuela
- m) Mansarovar Energy (MECL), Colombia
- n) Lower Zakum offshore project, Abu Dhabi
- o) Any other project to be notified by the company.

The following shall be the broad scope of audit: -

- a. Project Management: Review of overall system, procedures, guidelines, SOPs and policies used to govern project
- b. Project Coordination, Reporting, Planning and Budgeting management
- c. Project execution and overall monitoring including actual status v/s MWP
- d. Cash Call Management- Preparation, Approval, Accounting, Payment Processing and Verification along with the detailed forecasting document
- e. Compliance requirements including of the PSC/ JOA/ EPSA or any other agreement and requirements of the regulator
- f. Entitlement v/s Production
- g. Project wise financials and accounting in accordance with respective PSC/JOA etc.
- h. Related Party Transactions (RPTs)
- i. Review of Project working capital balance
- j. Legal and other disputes
- k. Adequacy of provisions including abandonment liability
- l. For Projects under exploration and development (EWIP/CWIP/DWIP):
  - i. Review of Completion status of Project,
  - ii. Analysis of achievement viz-a-viz commitment and extensions thereof, cost overrun, and time overrun
- m. For producing projects, review of: -
  - i. Profitability analysis (Budgeted vs. actual)
  - ii. Scheduled vs Actual Production
  - iii. Trend Analysis (Production and Profitability)

<ul style="list-style-type: none"> <li>iv. Royalty and other payments made to regulator / government / local statutory bodies</li> <li>v. Envisaged IRR vs Actual IRR, Probable effect on valuation.</li> </ul>
9 Review and follow up on previous year's internal audit observations (Quarterly basis)
10 Yearly testing of IFC (Internal Control over Financial Reporting), operational effectiveness assessment for all applicable business processes in Corporate Office, Branches and Projects of ONGC Videsh. Yearly review of the applicability of defined key controls at corporate office/overseas locations and suggest recommendations to update the RCMs by adding new controls/deleting redundant controls/modifying existing controls.
<p>11 The following additional works as and when required may be assigned:</p> <p>a) Study/ analysis of geo-political situation in 3 Identified Projects of the Company, project performance.</p> <p>b) Ratio analysis on YoY basis of the Company.</p> <p>Internal Audit to prepare report and make a presentation.</p>

<b>B. Scope of Work for Internal Audit for ONGC Videsh operations at overseas offices and subsidiaries for FYs 2026-27 and 2027-28 and 2028-29</b>	
1. Representative Offices: Caracas/Puertla Cruz (Venezuela).	
2. Subsidiaries and offices having substantial activity: Bogota (Colombia); Yuzhno Sakhalinsk (Russia), Ho Chi Minh City (Vietnam), Baku (Azerbaijan); Imperial Energy (Tomsk and Moscow, Russia), ONGC Campos Ltda, Rio (Brazil), ONGC Nile Ganga B.V., Juba (South Sudan) Amsterdam (Netherlands), Yangon (Myanmar), Maputo (Mozambique), Houston (USA), Singapore and Abu Dhabi, OVL Overseas IFSC Limited, Gift City, Gujarat.	
3. Optional - Other overseas offices may be added on need basis.	
The Audit Firm/ Body Corporate would carry comprehensive internal audit of above comprising following, but not limited to : -	
Area	Scope
Overall Management	<ul style="list-style-type: none"> <li>a) Overall Management including compliance with the following: <ul style="list-style-type: none"> <li>i. Defined organization structure</li> <li>ii. Defined delegation of authority</li> <li>iii. Defined related operating procedures and guidelines</li> <li>iv. Requirement of PSC /EPSA /concessionary agreements /licenses /JOAs</li> <li>v. Compliance with the key local statutory / regulatory requirements including tax, company registration etc.</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>a. Review minutes of various committees and see if the actions agreed are taken.</li> </ul>

	<p>b. Review system of documentation, computerization, back up and MIS</p> <p>c. Status of acquisition/relinquishment of blocks</p>
Financial Management	<p>a. Work Programme and Budgets: Review budget prepared, associated approvals and any over / under expenditures, mid-term review</p> <p>b. AFE approval and tracking mechanism</p> <p>c. Compliance framework of taxes and duties including royalty, VAT, withholding taxes, computations and filing of returns, reconciliations thereof</p> <p>d. Cash call management: Review procedures and basis for computation of cash requirements including charging of interest on delayed payments</p> <p>e. JIB and expense management along with review of G&amp;A and support expenses</p> <p>f. Bank Reconciliation and Petty Cash management</p> <p>g. Receipts and treasury activities</p> <p>h. Account Payables and Receivables monitoring and ageing analysis</p> <p>i. Review of insurance expenditure and related claims including documentary evidence of insurance coverage, coverage of all potential risks and status of insurance claims (if any)</p> <p>j. Review of accounting system and related software used; including:</p> <ul style="list-style-type: none"> <li>~ All payments are properly authorized and are in accordance with the approved Limits of Authority.</li> <li>~ Review the system controls regarding journal entries and adjustment with proper coding and tagging to the correct chart of accounts.</li> <li>~ Review the practice followed for account reconciliations including reconciliation of sub-ledger balances.</li> <li>~ Examine the process for monthly accruals.</li> <li>~ Review the major features and service arrangement including access level controls of the accounting system.</li> <li>~ Type of backup and recovery procedures used for the system and data.</li> <li>~ Review of the financial statement closing procedures</li> <li>~ Review of timely revenue recognition and related procedure</li> </ul> <p>k. Fixed Asset management including review of process of recording / disposal / acquisition of assets, depreciation run, adequate insurance coverage and physical verification reports</p> <p>l. Well accounting and management including well status, capitalization, CWIP / DWIP / EWIP analysis and abandonment procedures</p> <p>m. Forex transaction management</p> <p>n. Review and reporting of Interest, penalty paid and any non - compliances.</p> <p>o. Bookkeeping and statutory audit requirement</p> <p>p. Cost allocation for joint projects and operated projects, their basis and recoveries from partners.</p>

Project Management - Exploration / Production / Drilling / Surrender	a. Review of overall project management and monitoring including review of economic feasibility, expenditure authorisation, project execution and monitoring,
	b. Review of repair & maintenance activities
	c. HSE reporting
Operations - Production	
	a. Review of daily production report, production plans, achievement of production targets and deviations if any
	b. Preparation of maintenance plans for the plants/ facilities and their execution.
	c. Review of compliance to safety audit reports
	d. Checking of Profit petroleum, investment multiple etc.
	e. Review of well reserves
	f. Review of production allocation as per well test
	g. Revenue recognition and review of realized sales value
Operations - Drilling	h. Review of production reconciliation reports
Procurement and Inventory Management	a. Review of daily drilling report, drilling plan, NPT reports and linked vendor payments
	b. Time and cost overrun analysis of the various activities involved in drilling
	c. Review whether timely procurement activities/other drilling services sourced from affiliates
Human Resource Management	a. Review solicitation of bids, contracts and contracts administration and review of Competitive bidding process.
	b. Review of tendering evaluation and award of contracts are in compliance with the tender and contract procedure.
	c. Verification of contract variances and extension of contracts awarded are properly approved and endorsed
	d. Review adequacy of material procurement/surplus material/disposal/scrap
	e. Procedure to ensure availability of adequate spares for the present and future operations
	f. Review of slow moving / non-moving inventory
	g. Ensure compliance in accordance with the applicable procurement / logistics policies and delegation of authority

	e. Statutory/ Local compliances requirements and status including timely reporting to Head Quarter and any other relevant authority
	f. Review of recruitment, promotion and separation process
	g. Review of HR and Admin expenditure along with adequate approvals, cost allocation methodology and accounting
Legal	Legal expense management and status of the legal matters

**Note:**

1. **No technical review is envisaged during the audit**
2. **The terms and conditions outlined in the Scope of Work and its appendices shall prevail over any conflicting or similar provisions contained elsewhere in the contract.**

## **Scope of work for Part-II**

<b>Scope of Work for Partner's / Shareholder's Audit at MECL &amp; PIVSA-San Cristobal Project-</b>
<b>Period of Review: CYs 2025, 2026</b>

<b>Audit Areas</b>	<b>Scope</b>
<b>Overall Management</b>	Overall Management including compliance with the defined organization structure; defined delegation of authority, defined related operating procedures and guidelines: requirement of PSC / EPSA / concessionary agreements / licenses / JOAs, compliance with the key local statutory / regulatory requirements including tax, company registration etc.
	Review minutes of various committees, board meetings and see if the actions agreed are taken.
<b>Financial</b>	<b>(a) Financial Management</b>
	Financial Management including Work Programme and Budgets, AFE, compliance framework with taxes and duties, cash call, JIB, G&A and support expenses, Bank Reconciliation and Petty Cash, Receipts and treasury activities, Account Payables and receivables, employee payments, contractor payments. principal office overheads etc.
	<b>(b) Accounting System and Computer Software</b>
	Ensure that all payments are properly authorized and are in accordance with the approved Limits of Authority.
	Review the system controls regarding journal entries and adjustment with proper coding and tagging to the correct chart of accounts.
	Review the practice followed for account reconciliations including reconciliation of sub-ledger balances.
	Review of charge-backs to contractors and vendors and recovery of the same, ageing analysis of receivables, etc.
	Examine the process for monthly accruals.
	Review the major features and service arrangement including access level controls of the accounting system.
	Type of backup and recovery procedures used for the system and data.
	<b>(c) Work Programme &amp; Budget (WP&amp;B)</b>
	Review budgets prepared and are based on definite work programs, are approved at appropriate levels of authority.

Audit Areas	Scope
	Procedure to review budgets.
	Process to ensure expenditure sanctions are in line with the available budget.
	<b>(d) General &amp; Administrative and Operating &amp; Support Expenses</b>
	Review vouchers relating to General & Administrative (G&A) expenditure and its allocation basis (if any).
	Review company procedures for the requisitioning, ordering, receiving and payments of goods and services, and ensure that all expenditures have been adequately and properly controlled according to Limits of Authority.
	Ensure that the rates charged by third parties are within the terms of the relevant contracts/purchase orders and that all applicable volume discounts have been obtained and credited to the accounts.
	Ensure that the expenditure incurred has been duly approved under the Work Programme and Budget.
	Review the work or services provided by the affiliates have proper job request order and verify the basis of the rate charged.
	<b>(e) Cash Management</b>
	Review procedures and basis for computation of cash requirements.
	Review bank statement and bank reconciliation.
	Review procedures for petty cash management.
	Dividend Distribution and Loan Repayment.
	Idle Fund if any
	<b>(f) Insurance Expenditures &amp; Claims</b>
	To ensure that all potential risks resulting from the activities are adequately covered and that all local requirements have been met in line with the requirement of Agreement.
	To sight documentary evidence of insurance coverage, the status of insurer, bidding process, the beneficiary, premium allocation, treatment of process of claim made and status of any insurance claim.
	<b>(g) Fixed Assets</b>

Audit Areas	Scope
	Review the process of recording / payment of fixed assets in accounts.
	Process of physical verification of fixed assets and verification reports.
	Process of disposal of fixed assets.
	<b>(h) Taxes and Legal cases</b>
	Review the compliance with various applicable taxes, Filing of Return and Other Compliances.
<b>Finance</b>	Withholding income tax and withholding value added tax payments.
	Accounting/payment of royalties and relevant support documents.
	Verification of reserves considered for accounting with the certified reserves of the competent authority.
	Bank reconciliations in local currency and foreign currency.
	Review of accounts receivable from PDVSA
	Reconciliations of VAT tax credits and debits.
	Verification of Accounting for tax credits and recovery thereof, as applicable.
	Schedule summary of the movement of fixed assets (cost and accumulated depreciation) and works in progress
	Schedule details of additions and retirements of fixed assets and construction in progress made until the dates mentioned above.
	List of fixed assets to assist the dates mentioned above.
	Support selection of fixed asset additions that will be delivered during our visit.
	Details of the decommissioning costs of wells to production wells and injection wells, the dates mentioned above.
	To verify the depletion calculation.
	Schedule Detail of additions and retirements of fixed assets and works in progress.
	Types of wells and status thereof, as per the business plan.
	Accounts Payable to PDVSA and others.
	Calculation of pension and retirement fund by actuaries.
	Details of accrued expenses.

Audit Areas	Scope
	Calculation of extraction tax payable.
	Calculation of taxes on account of Endogenous Development, LOCTI, ONA, Sports law.
	Calculation of Special Tax Payable on account of sudden gain.
	Calculation of deferred tax.
	Payroll distribution/allocation.
	Details of Prepaid income tax.
	Movement of the liability accounts.
	Sales Billing and relevant support documents.
	Verification of Price Calculation.
	Royalties payable (Cash and kind).
	Verify details of the special provisions.
	Verify details of other operating revenues.
<b>Operations</b>	<b>(a) Project Management and Operations Management</b>
	<b>(b) Development Schemes: Assumption v/s actual performance.</b>
	<b>(c) Production</b>
	Review of daily production reports.
	Procedure to review production plans to ensure actions taken for achievement of targets.
	Procedure for conducting inspection for maintenance of flow lines / inspection for damage or blockages.
	Compliance to recommendations provided in safety audit report.
	Preparation of maintenance plans for the plants/ facilities and there execution.
	<b>(d) Drilling</b>
	Procedure to prepare Drilling Plan and adherence of execution / performance is commensurate with the Plan.

Audit Areas	Scope
	Process of conducting technical and cost analysis for monitoring daily drilling performances.
	Turnaround time of responses for services provided in adherence to approved drilling plan.
	Procedure to ensure availability of adequate spares for the present and future maintenance operations.
	Rigs are hired as per the laid down procedures.
	Compliance to mining norms and laws during conduct of drilling activity.
	Comparison of actual performance with benchmarks for no. of days for drilling Horizontal/Conventional well, NPT, rig idle time etc.
	<b>(e) Tendering and Procurement</b>
	Review solicitation of bids, contracts and contracts administration and review of Competitive bid process.
	Ensure that all tendering evaluation and award of contracts are in compliance with the tender and contract procedure.
	Ensure any contract variances and extension of contracts awarded are properly approved and endorsed.
	<b>(f) Materials &amp; Inventory</b>
	Review adequacy of materials procurement and materials control procedure, together with procedure for identification of surplus materials and scraps.
	Ensure that materials transferred to or from the account have been properly classified into the appropriate categories in accordance with the Accounting Procedures, and that charge or credits to the accounts reflect the appropriate valuations.
	Review method of inventory control and if necessary, perform warehouse physical inventory counts and valuations, and reconcile materials movements with charges and credits to the Accounts.
	Ascertain that no unnecessary build up of inventory has occurred through transfer of non-essentials to inventory.
	To ensure any disposal of surplus, idle or junk items has been duly approved and in accordance with the provisions of the JOA.
	Review procedure relating to the control of inventories to determine that proper safeguards are provided (storage, warehousing and transit to site).

Audit Areas	Scope
	Review of High value non-moving/slow moving inventory.
<b>Human Resource</b>	HR policy procedure, recruitment and training, payroll, loans and advances etc.
<b>General Management</b>	To review the minutes of various committee, board meetings and see if the actions agreed are taken.
	To review the Company current organisational structure, resource allocation to ensure segregation of duties and responsibilities and sufficiency of manpower/skill in place to carry out business operations.
	To review current approved Limit of Authority (LOA).
	To review the Management Information/Reporting System.
	Overall system of documentation. Computerisation, back up.
<b>Budget</b>	To verify that the budgets are prepared based on definite work programs and have been approved at appropriate levels of authority.
	To verify whether mid term reviews of the Budget are being carried out as per the business needs and the appropriate levels of approving authority.
	To verify whether the expenditure sanctions are in line with the available budget.
	To verify whether there are optimum levels of Budget utilization.
<b>Projects/ Engineering</b>	To verify whether major projects are authorized/approved by/at appropriate levels.
	To verify whether economic feasibility of the projects is worked out.
	To verify that regular monitoring of the project is carried by competent personnel.
	To verify the execution and progress of implementation of the projects.
	To verify the effectiveness of the projects implemented.
<b>Production</b>	To verify if the daily production reports are being maintained on regular basis for the wells.
	To verify if the production plans are in place and are closely monitored for adequate actions required for achievement of targets.

Audit Areas	Scope
	To verify if that inspection plans exist for maintenance of flow lines and lines are regularly tested and inspected for damage or blockages.
	To verify action on recommendations provided in safety audit report.
	To verify quality of oil is checked.
	To verify that oil collected is properly processed.
	To verify if maintenance plans for the plants/facilities are in place and are executed.
<b>Drilling</b>	To verify whether a definite Drilling Plan exists and execution/performance is commensurate with the plan.
	To verify whether adequate technical and cost analysis exists for monitoring daily drilling performances.
	To verify whether prompt responses of services are provided as per the approved drilling plan.
	To verify whether timely procurement activities/other drilling services sourced from affiliates are carried out to verify smooth flow of materials/services and also to verify the availability of consumables while conducting operations.
	To verify whether a constant monitoring and evaluation is carried out for the rigs.
	Time and cost analysis of the various activities involved in drilling.
	To verify availability of adequate spares for the present and future maintenance operations.
	To verify that rigs are hired as per the laid down procedures.
	To verify that mining norms and laws are complied during the conduct of drilling activity.
<b>Other Service/Aspects</b>	To verify that the continuous reviews are done to monitor that the logistics services performed are in line with the contract.
	To review the telecommunication system of the company.
	To verify effective and optimal utilization of the telecommunication system.
	Review adequacy of materials procurement and materials control procedure, together with procedure for identification of surplus materials and scraps.
	Review solicitation of bids, contracts and contracts administration and review of all Competitive bid files.

Audit Areas	Scope
	Ensure that all tendering evaluation and award of contracts are in compliance with the tender and contracts are in compliance with the tender and contract procedure.
	Ensure any contract variances and extension of contracts awarded is properly approved.
	Review Maintenance Procedure & Guidelines.
	Review Maintenance Backlogs, Planning and Scheduling.
	Review Major Repairs.
	To ensure that all potential risks are adequately insured.
	To review the status of pending legal cases/disputes.
	Compliance of HSE requirements and other local requirements
<b>Internal Audit, Risk, Control and Compliance</b>	Review Internal Audit set up, process, independence and adequateness
	Review control testing and risk assessment, and their reporting to Audit Committee
	Review adequacy of compliance structure and their reporting

## Special Conditions related to Scope of work

### 1. AUDIT TEAM

**1.1** The successful bidder should deploy Audit team consisting of following members within a period of 15 days from the date of Letter of Award (LOA).

The Audit team should consist of suitable members with qualified finance professionals from India and having qualification of CA/ICWA. The audit team should mandatorily have at least one finance member from the respective country of audit having the knowledge of local languages besides the English language; and at least one audit member having SAP certification (preferably in MM/FI module) for audit at the corporate office. The lead audit member should be from India having an experience of at least 10 years in Oil and Gas Company and other audit members should have an experience of at least 5 years in Oil and Gas Company. If needed, the core Audit Team may be provided with access to a technical expert in upstream oil and gas industry with sufficient experience. For Internal Audit of corporate Office there should be minimum number of three (3) Auditor and one (1) team lead/Engagement partner. At the time of mobilization, the successful bidder, on their Letter Head, shall submit a list of Audit Team comprising of Lead Audit member and other audit members.

**1.2** It is desired that the team lead and other core team members proposed along with bid by the bidder shall be associated with the said assignment throughout the duration of the assignment and in case of replacement of a member due to any reason, the bidder shall immediately deploy substitute member having qualification and experience as per the tender requirement with prior consent of ONGC Videsh

Name of member	Qualifications & certifications	Total years of working experience	Number of years of experience in Oil & Gas Company	Role of the person in the proposed assignment

The selection of the team members must consist of reasonable mix of specialized backgrounds essential to complete the assignment of this size and nature. The audit firm/body corporate along with the above-mentioned details may also forward a confirmation that each of the said personnel shall be associated with the said assignment

throughout the duration of the assignment. The bidder, after opening of the bid, shall not modify the list of offered personnel without the consent of ONGC Videsh. ONGC Videsh reserves the right to not accept any or all personnel, if found unsuitable in the opinion of ONGC Videsh. ONGC Videsh may ask the bidder to re-offer such unacceptable personnel without any cost escalation. Resume should be attached in a separate Appendix. After mobilization and during the contract period, whenever, there is a change in Audit Team due to replacement of one or more audit members or any other reason, the successful bidder, shall submit an updated list of revised audit team on their Letter Head.

**1.3** In all cases, the Internal Auditor shall be responsible to ensure that the schedule, quality and completion of the approved audit plan are adhered. It is an essential condition that the successful bidder shall ensure deployment of adequate number of audit team members having required qualification and minimum experience with reasonable mix of specialized backgrounds essential to complete the assignment of this size and nature.

#### **Performance Evaluation:**

Performance of outsourced Internal Audit shall be evaluated based on (i) Timely completion of Audit Plan, (ii) Audit Scope completion, (iii) Quality of audit, (iv) System Improvements & value addition, and (v) Settlement of audit findings.

As per format placed in Appendix-2.

**4** For audits to be conducted at overseas locations, the number of audit team members would be as follows:

<b>Subsidiary/Office</b>	<b>Minimum number of members</b>
Imperial Energy (Tomsk and Moscow, Russia)	Two including local finance member having the knowledge of local language besides the English language.
ONGC Nile Ganga B.V. (Amsterdam, Netherlands)	Two including local finance member having the knowledge of local language besides the English language.
ONGC Campos Ltda., Rio, Brazil	Two including local finance member having the knowledge of local language besides the English language.
Baku, Azerbaijan	Two including local finance member having the knowledge of local language besides the English language.
Yuzhno Sakhalinsk, Russia	Two including local finance member having the knowledge of local language besides the English language.

Bogota, Colombia	Two including local finance member having the knowledge of local language besides the English language.
Caracas, Venezuela	Two including local finance member having the knowledge of local language besides the English language.
Houston (USA)	Two including local finance member having the knowledge of English language.
Juba (South Sudan)	Two including local finance member having the knowledge of local language besides the English language.
Ho Chi Minh City (Vietnam)	Two including local finance member having the knowledge of local language besides the English language.
Myanmar	Two including local finance member having the knowledge of local language besides the English language.
Mozambique	Two including local finance member having the knowledge of local language besides the English language.
Singapore	Two including local finance member having the knowledge of English language.
Abu Dhabi	Two including local finance member having the knowledge of local language besides the English language.
<u>OOIL, Gujarat</u>	<u>Two including local finance member having the knowledge of English language.</u>

## **2. AUDIT SCHEDULE AND LIQUIDATED DAMAGES**

### **1.1 Audit Schedule:**

The Internal Auditor shall mobilize the Audit Team within 15 (fifteen) days of issue of Letter of Award by ONGC Videsh for Part-I of the Scope of Work. For Part-II of Scope of Work, the Audit Team should be mobilized within 15 (fifteen) days of issue of letter of notification to start the assignments. Audit Team shall finalize the Audit Plans and overseas visits well in advance in consultation with the authorized representative of ONGC Videsh and obtain approval. The phase-wise allocation of scope of work would be decided by the Company. Once approved by ONGC Videsh, Internal Auditor shall strictly follow the schedule unless otherwise advised by ONGC Videsh.

Note: 1. At the beginning of each year, Auditor will submit a detailed schedule of audit of each project/unit/overseas office/subsidiary with start date of audit & date of issuance of Draft Audit Report & Final Audit Report.

2. Before starting audit of any project/unit/overseas office/subsidiary, Auditors will conduct a brief meeting with Auditee/Internal Audit Team of OVL.
3. Auditor will provide a status update report in respect of all audits on every 1st and 15th of each month to Internal Audit Team of OVL.
4. Auditor will keep Internal Audit team of OVL in CC in all correspondence sent to the auditees.
5. A tentative Audit Plan for FYs 2026-27, 2027-28 and 2028-29 is enclosed as **Appendix 3**. The Audit cycle will be as per the proposed audit plan, to bring the Annual Audit work program to a close in April every year before completion of Statutory Audit of Annual Accounts, in line with best practice and expectations of Statutory Auditors. Consequently, the audit period coverage for first year may be less than 12 months in few cases and thereafter from 2<sup>nd</sup> year onwards yearly audit period coverage shall be 12 months as usual.

#### **A) For Internal Audits conducted in Corporate Office, Delhi:**

Auditor must submit Final Audit Report to ONGC Videsh within 45 (forty-five) days after closing date of respective quarter. For example, the closing date of First quarter of Financial Year 2026-27 will be 30th June 2026 and the Final Audit Report shall be submitted latest by ~~15th August~~ 25<sup>th</sup> July 2026. However, for the first quarter of First Financial Year, Auditor should submit Final Audit Report to ONGC Videsh within 60 (Sixty) days of the date of award of the contract.

Note: In case of any time bound and urgent requirement, the Audit Report to be submitted as per the assigned timelines and will be communicated by the Internal Audit team of OVL in advance.

#### **(B) For Internal Audits conducted at projects/units/overseas offices/subsidiaries:**

ONGC Videsh have its overseas offices / subsidiaries, list provided with Scope of Work. For each overseas project/block/office we have corresponding section/unit in corporate office, India. Auditor will complete minimum four projects/units/ overseas offices / subsidiaries in each quarter but all the projects/units/offices / subsidiaries to be covered in each financial year. Auditor to also take up the Audit of projects/units/ overseas offices / subsidiaries added in future during the contract period. Auditor must submit Final Audit Report to ONGC Videsh within 45 (forty-five) days after date of completion of its visit of respective overseas offices / subsidiaries.

Note: For projects/ units/ overseas offices / subsidiaries, the audit may be conducted from the Corporate Office of ONGC Videsh at Delhi in given cases:

- a. wherever the total expenditure is less than USD 2 million and/or
- b. at the discretion of ONGC Videsh

In such cases, Auditor must submit Final Audit Report to ONGC Videsh within 75 (seventy-five) days after commencement of audit for respective project/unit/overseas office/ subsidiary.

#### **(C) For Internal Audits conducted at MECL & PIVSA:**

In case MECL & PIVSA, Auditor must submit Final Audit Report to ONGC Videsh within 45 (forty-five) days after date of completion of his/her visit of respective project.

## **2.1 Liquidated Damages (LD) due to delay in mobilization**

### **For Part-I of Scope of Work:**

If the successful bidder is unable to mobilize/deploy and commence the work within 15 (fifteen) days of award of contract, it may request ONGC Videsh for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, ONGC Videsh may at its discretion, extend the period of mobilization and shall recover from the successful bidder, as an ascertained and agreed Liquidated Damages, a sum equivalent to  $\frac{1}{2}$  % of annual contract value (average of two years contract value), for each week of delay or part thereof, subject to a maximum of 10% of the annual contract value.

### **For Part-II of Scope of Work:**

If the successful bidder is unable to mobilize/deploy and commence the work within 15 (fifteen) days of award of formal engagement by a subsidiary of ONGC Videsh for MECL or PIVSA, it may request for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, ONGC Videsh (or its subsidiary) may at its discretion, extend the period of mobilization and shall recover from the successful bidder, as an ascertained and agreed Liquidated Damages, a sum equivalent to  $\frac{1}{2}$  % of contract value for MECL or PIVSA as the case may be, for each week of delay or part thereof, subject to a maximum of 10% of the contract price including fee and cap on OPE for the particular part...

## **2.2 Liquidated Damages (LD) due to delay in commencement and completion of audit assignments**

In case of delay in commencing internal audits against approved plan or submission of Final Audit Report to ONGC Videsh Management, except where the delay is attributable to ONGC Videsh or any Force Majeure condition as defined in the tender/contract document, ONGC Videsh shall recover, as an ascertained and agreed Liquidated Damages, a sum equivalent to 1% (one percent) of the particular audit assignment per week of delay in completion or part thereof, subject to maximum 10% (ten percent) of the total invoice amount (total of Fee and OPE in case of overseas assignments) for that particular audit assignment..

## **3. PAYMENT TERMS & SCHEDULE:**

**3.1** The Internal Auditor shall submit to ONGC Videsh invoices in duplicate in respect of the fees payable by ONGC Videsh as per details below:

**3.2** For the audits conducted at Corporate Office, Delhi, fee shall be payable on issuance of Final Audit Report as under (Part-I of Scope of Work) :

Phase I (Q1) : 15% of the Annual Fee for the year

Phase II (Q2) : 15% of the Annual Fee for the year

Phase III (Q3) : 25% of the Annual Fee for the year

Phase IV (Q4) : 45% of the Annual Fee for the year

**3.3** For audit conducted at overseas subsidiaries and overseas offices of ONGC Videsh (Part-I of Scope of Work) and for audit conducted in MECL/PIVSA (Part-II of Scope of Work),

(a) Out of Pocket Expenses (OPE) may be claimed after completion of the audit of each unit. The ceiling for Out-of-Pocket expenses should include expenses for international travel, visa & registrations, boarding, lodging, telephone/mobile, overseas DA etc. which shall be reimbursed as per actuals subject to ceiling for each audit location.

(b) For location-wise payment of the fee, 40% of the total fee may be claimed after submission of Draft Audit Reports and remaining 60% after submission of Final Audit Report including presentation to the Executive Committee and Audit Committee.

**3.4** ONGC Videsh shall make payment of all the clear and undisputed invoices within thirty (30) days of receipt of invoices along with supporting documents from the Internal Auditor.

**3.5** All fees and expenses shall be payable to the Internal Auditor in Indian Rupees only except payment against Part-II of Scope of Work, i.e. audit of MECL & PIVSA, which shall be made in USD. For Part-II of Scope of Work, the final engagements would be assigned directly by the respective subsidiary of ONGC Videsh Ltd. and payment would be made in US Dollars. Hence Indian GST shall not be applicable.

## Appendix-1: Estimated Level of Activity for FY 2026-29

### Assessment of Activity levels of overseas offices - for Internal Audit scope

<u>Office</u>	<u>Baku, Azerbaijan</u>	<u>Sakhalin-1 Russia</u>	<u>ONGBV Juba Office South Sudan</u>	<u>ONGBV Office Amsterdam m</u>	<u>Ho Chi. Vietnam</u>	<u>Yangon Office Myanmar</u>	<u>Abu Dhabi</u>	<u>Bangladesh</u>
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### **Information**

Actual/Estimated expenditure in USD Mn (per annum)	Capex- Nil Opex- 0.44 USD Million	Capex 0.01 USD MM Opex 0.41 USD MM	Capex-.01 Opex-6.65 USD Million (Act FY 24-25)	Capex-Nil Opex-2.45 USD Million	Capex-Nil Opex- 0.88 USD Million	Capex- 0.02 USD Million Opex- 0.9 USD Million	Capex-Nil Opex-0.8 USD Million	Nil
No. Of estimated Transactions of Bank Payments/ Receipts (per annum)	310	500 per year (excluded PSA Sakhalin-1)	600	1200	300	240	1377	Nil
Estimated No. Of Contracts and Purchase orders (per annum)	10-15	24	3-6	15-20	12	20	11	Nil
Number of Physical Assets	36	74	28	52	75	80	5	Nil

### **Activity Confirmations/Comments**

Budgetary Controls	Yes G&A Costs	yes	YES	YES	YES	YES	YES	Nil
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Authorisation for Expenditure	Yes G&A Costs	yes	YES	YES	YES	YES	YES	Nil
Bank Operations, Reconciliation. Balance Confirmation and Petty Cash	YES	yes	YES	YES	YES	YES	YES	Nil
Employee Payments (Local Staff)	YES	yes	YES	YES	YES	YES	YES	Nil
Contractual Payments	YES	yes	YES	YES	YES	YES	YES	Nil
Compliance of Taxes and duties	YES	yes	YES	YES	YES	YES	YES	Nil
Book Keeping	YES	yes	YES	YES	YES	YES	YES	Nil
Cost Recovery	NO	No	NO	NO	no	no	NO	no
Statutory Auditing		yes			YES	YES		YES
Asset Accounting & Physical Verification	YES	yes	YES	YES	YES	YES	YES	YES
Purchase & Hiring	YES	yes	YES	YES	YES	YES	YES	YES
General Review of IT Security & HSE	MINIMAL	minimal	MINIMAL	YES	YES	YES	YES	YES
Submission of Periodic records to Regulator	N/A	yes	YES	YES	YES	YES	YES	YES
Submission of Annual Reports to Tax Dept.	YES	yes	YES	YES	YES	YES	YES	YES

**Assessment of Activity Levels of Overseas Offices- for Internal Audit Scope**

Office	Caracas Venezuela	Bogota Colombia	Mozambique, Maputo	Houston, USA
<b>Information</b>				
Actual/Estimated expenditure USD Mn (per annum)	Capex- 0.008 USD Million Opex-0.556 USD Million	Capex USD 0.3 million Opex USD 4.5 million	USD 0.24 Millions	Capex – NIL Opex - NIL
No. Of estimated Transactions of Bank Payments/ Receipts (per annum)	150 (Aprox.)	225-250/Month	Aprox. 250	400
Estimated No. Of Contracts and Purchase orders (per annum)	15 Nos (Estimated)	70-80 Contracts	7	15
Number of Physical Assets	10 Nos	878 plus indico facility	Aprox 100	125
<b>Activity Confirmations/Comments</b>				
Budgetary Controls	Yes, G&A Cost	Yes	Yes	Yes
Authorisation for Expenditure	Yes, G&A Cost	Yes	By Business Manager	TASA agreement (G&G and Corporate)
Bank Operations, Reconciliation.	Yes, No Petty Cash Operations	Yes	Yes	Yes

Balance Confirmation and Petty Cash				
Employee Payments (Local Staff)	Yes	Yes	Yes	Yes
Contractual Payments	Yes	Yes	Yes	Yes
Compliance of Taxes and duties	Yes	Yes	Yes	Yes
Book Keeping	Yes	Yes	Yes	Yes
Cost Recovery	No	No	NA	No
Statutory Auditing	Yes, (Branch Accounts at HQ)	Yes	NA	Yes
Asset Accounting & Physical Verification	Yes	Yes	Yes	Yes
Purchase & Hiring	Yes	Yes	Yes	Minimal
General Review of IT Security & HSE	Minimal	Yes	NA	Minimal
Submission of Periodic records to Regulator	Yes	Yes	NA	Minimal
Submission of Annual Reports to Tax Dept.	Yes	Yes	Yes	Minimal

**Estimated Levels Of Activity of Subsidiary**

Subsidiary	Estimated Expenditure US\$ Mn (per annum)	No. of Estimated Transactions of Bank Payments/Receipts (per annum)	No. Of Contracts And Purchase Orders (per annum)	No. Of Employees		No. Of Physical Assets
				Expats	Local	
Imperial Energy, Russia*	FY 24-25 a) Capex-USD 2.36 million million b) Opex-USD 27.30 million	FY 24-25 8,885	FY 24-25 a) Value between RUB 0.70 mn to RUB 30 mn - 114 tenders; b) Value more than RUB 30 mn- 20 tenders	3 (as on 31.03.25)	483** (as on 31.03.25)	3,109 (as on 31.03.25)
<i>*data based on actuals for FY 24-25 for IE-Tomsk based companies</i>					<i>**expected to reduce to 460 due to planned layoffs</i>	
ONGC Campos Ltda. (OCL), Brazil	Capex USD 70.00 MM (including FPSO adv. Payment for BM Seal-4)  Opex USD 55.00 MM	1200	18	1	3	171
OVSL, Singapore	CAPEX NIL -OPEX:- Around 1.9 Million USD( excluding Financing cost	Around 900	~20	One Expatriate	One Local National	60

OVL Overseas IFSC Limited (OOIL)	131.83	350	15	-	6	60
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**Estimated Levels of Activity of Jointly Managed Entities (Optional Scope)**

JV/Associates	Estimated Expenditure US\$ Mn (per annum)	No. of Estimated Transactions of Bank Payments/Receipts (per annum)	No. Of Contracts And Purchase Orders (per annum)	No. Of Employees		No. Of Physical Assets
				Expats	Local	
MECL	Capex USD 13.87 Million  OPEX USD 23.43 Million	13217	1514	8	130	6929
PIVSA	Capex USD 0.20 Million  OPEX USD 10.00 Million	250	155	One	185	450

## Appendix-2

### **Evaluation of the Performance of Outsourced Internal Audit Services**

The detailed performance measurement criteria and annual review framework for outsourced Internal Audit processes are outlined below.

#### **(i) Timely completion of Audit Plan**

Year	Number of audits to be completed (FAR) as per the approved audit plan up to the date of evaluation.	Number of audits completed (FAR) up to the date of evaluation.	% achievement	Remarks

#### **(ii) Audit Scope coverage**

Category of Audits	Whether all functions/areas as per SOW are covered during audits	Reason/remarks
Finance & Accounting		
Other Corporate Offices (P&A, ERM, Marketing, BD, MM, ITGC)		
Projects Management		
Overseas offices and subsidiaries		
IFC Testing		
Nomination Audit		
Any Other		

#### **(iii) Quality of audit**

Process/Area	High Impact findings (nos)	Medium Impact findings (nos)	Low Impact findings (nos)
Finance & Accounting	No of findings	No of findings	No of findings
Other Corporate Offices (P&A, ERM, Treasury, BD, MM, ITGC)	No of findings	No of findings	No of findings
Projects Management	No of findings	No of findings	No of findings
Overseas offices and subsidiaries	No of findings	No of findings	No of findings
IFC Testing	No of findings	No of findings	No of findings
Any Other			

**(iv) System Improvements & value addition**

Process/Area	System improvement & Value addition by Internal Audit	Financial Implication, if any	Remarks

**(v) Settlement of audit findings** (including review and follow up on previous year's open internal audit observations).

Opening balance of open audit findings (as on 01.04.202x)	Observations issued during the period	Settled/implemented* during the period	Closing balance of open audit findings (as on date of evaluation)

\* Settlement based on:

- ✓ Satisfactory reply
- ✓ Corrective actions taken
- ✓ Assurances given
- ✓ Subject to review in next audit

Evaluation of the overall performance of outsourced Internal Audit services:

*Satisfactory / Not Satisfactory*

**Tentative Audit Plan****FY 2026-27, FY 2027-28, FY****2028-29 : Plan****Appendix-3****For Country Office, Projects and Corporate Processes**

Audit Period for FY 2026 - 27										Audit Period for FY 2027 - 28					Audit Period for FY 2028 - 29				
S. No .	Area	Country	Audi t Peri od - Start	Audi t Peri od - End	Mon ths	Start Date	FAR date	Audi t Peri od - Start	Audit Perio d - End	Mont hs	Start Date	FAR date	Audi t Peri od - Start	Au dit Peri od - End	Mo nth s	Start Date	FAR date		
1	PM	Vietnam	Jul-25	Jun-26	12	20-Jun-26	19-Aug-26	Jul-26	Jun-27	12	20-Jun-27	19-Aug-27	Jul-27	Jun-28	12	20-Jun-28	19-Aug-28		
2	PM	Venezuela	Oct-25	Jun-26	9	20-Jun-26	19-Aug-26	Jul-26	Jun-27	12	20-Jun-27	19-Aug-27	Jul-27	Jun-28	12	20-Jun-28	19-Aug-28		
3	PM	Myanmar	Nov-25	Jun-26	8	20-Jun-26	19-Aug-26	Jul-26	Jun-27	12	20-Jun-27	19-Aug-27	Jul-27	Jun-28	12	20-Jun-28	19-Aug-28		
4	PM	Mozambique	Nov-25	Jul-26	9	15-Aug-26	14-Oct-26	Aug-26	Jul-27	12	15-Aug-27	14-Oct-27	Aug-27	Jul-28	12	15-Aug-28	14-Oct-28		
5	PM	GPOC, South Sudan	Jan-26	Jul-26	7	15-Aug-26	14-Oct-26	Aug-26		12	15-Aug-27	14-Oct-27	Aug-27	Jul-28	12	15-Aug-28	14-Oct-28		
6	PM	SPOC, South Sudan	Jan-26	Jul-26	7	15-Aug-26	14-Oct-26	Aug-26	Jul-27	12	15-Aug-27	14-Oct-27	Aug-27	Jul-28	12	15-Aug-28	14-Oct-28		
7	PM	Abu Dhabi	Jan-26	Dec-26	12	15-Dec-26	13-Feb-27	Jan-27	Dec-27	12	15-Dec-27	13-Feb-28	Jan-28	Dec-28	12	15-Dec-28	13-Feb-29		
8	PM	Azerbaijan	Jan-26	Dec-26	12	15-Dec-26	13-Feb-27	Jan-27	Dec-27	12	15-Dec-27	13-Feb-28	Jan-28	Dec-28	12	15-Dec-28	13-Feb-29		

9	PM	Brazil	Jan-26	Dec-26	12	15-Dec-26	13-Feb-27	Jan-27	Dec-27	12	15-Dec-27	13-Feb-28	Jan-28	Dec-28	12	15-Dec-28	13-Feb-29	
10	PM	Columbia	Jan-26	Dec-26	12	15-Dec-26	13-Feb-27	Jan-27	Dec-27	12	15-Dec-27	13-Feb-28	Jan-28	Dec-28	12	15-Dec-28	13-Feb-29	
11	PM	MECL, Columbia	Jan-26	Dec-26	12	15-Dec-26	13-Feb-27	Jan-27	Dec-27	12	15-Dec-27	13-Feb-28	Jan-28	Dec-28	12	15-Dec-28	13-Feb-29	
12	PM	Imperial, Russia	Apr-26	Mar-27	12	01-Mar-27	30-Apr-27		Apr-27	Mar-28	12	01-Mar-28	30-Apr-28	Apr-28	Mar-29	12	01-Mar-29	30-Apr-29
13	PM	Sakhalin-1, Russia	Apr-26	Mar-27	12	01-Mar-27	30-Apr-27		Apr-27	Mar-28	12	01-Mar-28	30-Apr-28	Apr-28	Mar-29	12	01-Mar-29	30-Apr-29
14	PM	Vankorneft, Russia	Apr-26	Mar-27	12	01-Mar-27	30-Apr-27		Apr-27	Mar-28	12	01-Mar-28	30-Apr-28	Apr-28	Mar-29	12	01-Mar-29	30-Apr-29
15	CO	Vietnam	Dec-25	Jul-26	9	15-Aug-26	14-Oct-26		Aug-26	Jul-27	12	15-Aug-27	14-Oct-27	Aug-27	Jul-28	12	15-Aug-28	14-Oct-28
16	CO	Venezuela	Apr-26	Dec-26	9	15-Jan-27		16-Mar-27	Jan-27	Dec-27	12	15-Jan-28	15-Mar-28	Jan-28	Dec-28	12	15-Jan-29	16-Mar-29
17	CO	Myanmar	Dec-25	Jul-26	9	15-Aug-26	14-Oct-26		Aug-26	Jul-27	12	15-Aug-27	14-Oct-27	Aug-27	Jul-28	12	15-Aug-28	14-Oct-28
18	CO	Mozambique	Apr-26	Dec-26	9	15-Jan-27		16-Mar-27	Jan-27	Dec-27	12	15-Jan-28	15-Mar-28	Jan-28	Dec-28	12	15-Jan-29	16-Mar-29
19	CO	South Sudan	Apr-26	Dec-26	9	15-Jan-27	16-Mar-27		Jan-27	Dec-27	12	15-Jan-28	15-Mar-28	Jan-28	Dec-28	12	15-Jan-29	16-Mar-29
20	CO	Abu Dhabi	Jan-26	Dec-26	12	15-Dec-26	13-Feb-27		Jan-27	Dec-27	12	15-Dec-27	13-Feb-28	Jan-28	Dec-28	12	15-Dec-28	13-Feb-29

21	CO	Azerbaijan	Apr-26	Dec-26	9	15-Jan-27	16-Mar-27	Jan-27	Dec-27	12	15-Jan-28	15-Mar-28	Jan-28	Dec-28	12	15-Jan-29	16-Mar-29
22	CO	Brazil	Apr-26	Dec-26	9	15-Jan-27	16-Mar-27	Jan-27	Dec-27	12	15-Jan-28	15-Mar-28	Jan-28	Dec-28	12	15-Jan-29	16-Mar-29
23	CO	Columbia	Jun-26	Dec-26	7	15-Jan-27	16-Mar-27	Jan-27	Dec-27	12	15-Jan-28	15-Mar-28	Jan-28	Dec-28	12	15-Jan-29	16-Mar-29
24	CO	Imperial, Russia	Jun-26	Mar-27	10	01-Mar-27	30-Apr-27	Apr-27	Mar-28	12	01-Mar-28	30-Apr-28	Apr-28	Mar-29	12	01-Mar-29	30-Apr-29
25	CO	Sakhalinsk, Russia	Jun-26	Mar-27	10	01-Mar-27	30-Apr-27	Apr-27	Mar-28	12	01-Mar-28	30-Apr-28	Apr-28	Mar-29	12	01-Mar-29	30-Apr-29
26	CO	Singapore	Mar-26	Feb-27	12	01-Mar-27	30-Apr-27	Mar-27	Feb-28	12	01-Mar-28	30-Apr-28	Mar-28	Feb-29	12	01-Mar-29	30-Apr-29
27	CO	Houston	Apr-26	Mar-27	12	01-Mar-27	30-Apr-27	Apr-27	Mar-28	12	01-Mar-28	30-Apr-28	Apr-28	Mar-29	12	01-Mar-29	30-Apr-29
28	CO	Amsterdam	Apr-26	Dec-26	9	15-Jan-27	16-Mar-27	Jan-27	Dec-27	12	15-Jan-28	15-Mar-28	Jan-28	Dec-28	12	15-Jan-29	16-Mar-29
29	CO	Gujarat	Apr-26	Mar-27	12	01-Mar-27	30-Apr-27	Apr-27	Mar-28	12	01-Mar-28	30-Apr-28	Apr-28	Mar-29	12	01-Mar-29	30-Apr-29
30	Corporate	F&A -Q1	Apr-26	Jun-26	3	20-Jun-26	20-Jul-26	Apr-27	Jun-27	3	20-Jun-27	20-Jul-27	Apr-28	Jun-28	3	20-Jun-28	20-Jul-28
31	Corporate	F&A - Q2	Jul-26	Sep-26	3	20-Sep-26	20-Oct-26	Jul-27	Sep-27	3	20-Sep-27	20-Oct-27	Jul-28	Sep-28	3	20-Sep-28	20-Oct-28
32	Corporate	F&A - Q3	Oct-26	Dec-26	3	20-Dec-26	19-Jan-27	Oct-27	Dec-27	3	20-Dec-27	19-Jan-28	Oct-28	Dec-28	3	20-Dec-28	19-Jan-29

33	Corporate	F&A - Q4	Jan-27	Mar-27	3	15-Mar-27	14-Apr-27	Jan-28	Mar-28	3	15-Mar-28	14-Apr-28	Jan-29	Mar-29	3	15-Mar-29	14-Apr-29
34	Corporate	MM	Apr-26	Mar-27	12	15-Mar-27	29-Apr-27	Apr-27	Mar-28	12	15-Mar-28	29-Apr-28	Apr-28	Mar-29	12	15-Mar-29	29-Apr-29
35	Corporate	IFC	Apr-26	Mar-27	12	15-Mar-27	14-Apr-27	Apr-27	Mar-28	12	15-Mar-28	14-Apr-28	Apr-28	Mar-29	12	15-Mar-29	14-Apr-29
36	Corporate	P&A (HR)	Apr-26	Mar-27	12	01-Mar-27	15-Apr-27	Apr-27	Mar-28	12	01-Mar-28	15-Apr-28	Apr-28	Mar-29	12	01-Mar-29	15-Apr-29
37	Corporate	ERM	Apr-26	Mar-27	12	01-Mar-27	15-Apr-27	Apr-27	Mar-28	12	01-Mar-28	15-Apr-28	Apr-28	Mar-29	12	01-Mar-29	15-Apr-29
38	Corporate	BD&P	Apr-26	Mar-27	12	01-Mar-27	15-Apr-27	Apr-27	Mar-28	12	01-Mar-28	15-Apr-28	Apr-28	Mar-29	12	01-Mar-29	15-Apr-29
39	Corporate	ITGC	Apr-26	Mar-27	12	01-Mar-27	15-Apr-27	Apr-27	Mar-28	12	01-Mar-28	15-Apr-28	Apr-28	Mar-29	12	01-Mar-29	15-Apr-29
40	Corporate	Treasury	Apr-26	Mar-27	12	01-Mar-27	15-Apr-27	Apr-27	Mar-28	12	01-Mar-28	15-Apr-28	Apr-28	Mar-29	12	01-Mar-29	15-Apr-29

**Model Contract**

**&**

**General Contract Conditions**

## **Model Contract and General Contract Conditions**

<b>Sl.</b>	<b>Clause</b>	<b>Page No.</b>
1.	Definitions	
2.	Scope of Work/Contract	
3.	Duration of the Contract	
4.	Notices and Addresses	
5.	Duties and Power/Authority	
6.	Contract Document	
7.	Remuneration and Terms of Payment	
8.	Claims/Taxes & Duties, Fees and Accounting	
9.	Performance	
10.	Performance Bond	
11.	Import and Import Clearance	
12.	Discipline	
13.	Safety and Labour Laws	
14.	Secrecy	
15.	Statutory Requirement	
16.	Insurance	
17.	Indemnity Agreement	
18.	Termination	
19.	Severability	
20.	Consequential Damages	
21.	Change in Laws	
22.	Liability of the Government of India	
23.	Force Majeure	
24.	Employment by Firms to Officials of ONGC VIDESH LTD.	
25.	Preference to Local Companies	
26.	Jurisdiction and Applicable Law	
27.	Arbitration	
28.	Continuance of the Contract	
29.	Interpretation	
30.	Entire Agreement	
31.	PATENT INDEMNITY	
32.	INDEPENDENT CONTRACTOR STATUS	
33.	EXPORT/RE-EXPORT CONTROL RESTRICTIONS	
34.	INTEGRITY PACT	
35.	Limitation of Liability	
36.	Submission of forged documents	
37.	Consideration of representations on post contract issues submitted by the bidders to Independent External Monitors (IEMs)	
38.	Consideration of representations on post contract issues submitted by the bidders to Independent External Monitors (IEMs)	
39.	(Deleted)	
40.	'Policy for Banning/ provisional Suspension of Business dealings with erring Firms':	

SI.	Model Contract and General Contract Conditions Clause	Page No.
	Appendix-1 Proforma of Electronic Bank Guarantee towards Performance Security	
	Appendix- 2 Proforma for Irrevocable Bank Guarantee to be submitted by the contractor in lieu of payment of Customs Duty made by ONGC VIDESH LTD., on behalf of Contractor.	

**Proforma of Electronic Bank Guarantee (e-BG) / SFMS 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 Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mendela Marg, Vasant Kunj, New Delhi - 110070 - India and one of its offices at \_\_\_\_\_ (hereinafter called 'ONGC VIDESH LTD.' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having Head/Registered office at \_\_\_\_\_ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees/US Dollars (in figures) \_\_\_\_\_ (Indian Rupees / US Dollars (in words) \_\_\_\_\_ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by ONGC VIDESH LTD. 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 LTD., the amount of Indian Rs. / US\$ (in figures) \_\_\_\_\_ (Indian Rupees/ US Dollars (in words) \_\_\_\_\_ only) in aggregate at any time without any demur and recourse, and without ONGC VIDESH LTD. having to substantiate the demand. Any such demand made by ONGC

VIDESH LTD. shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

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

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

5. This guarantee shall be irrevocable and shall remain in force upto \_\_\_\_\_ which includes Forty Five days after the period of bid validity and any demand in respect thereof should reach the Bank not later than \_\_\_\_\_ (Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this bank guarantee).

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

All Claims of ONGC VIDESH LTD. (beneficiary) against this Bank Guarantee, shall be remitted by the .....(Bank's name to be inserted) to the following account of ONGC VIDESH LTD. only through electronic transfer of funds, unless otherwise specifically communicated by ONGC VIDESH LTD.:

**(Beneficiary Account details for e-BG only)**

Beneficiary Account Name	
Bank Name	
Branch	
Branch Code	
Bank Account No	
IFSC Code	
SWIFT Code	
Account Type	

- 1) Beneficiary Account Name:
- 2) Bank Name: State Bank of India
- 3) Bank Account Number:.....

4) IFSC Code:

For foreign currency Bank Guarantee, detail of Nostro Account as under to be indicated additionally for respective currency.

Through State Bank of India Nostro Account:

NAME OF BANKS	CURRENCY	A/C NUMBER	SWIFT BIC
SBI Frankfurt	EUR	52607101120001	SBINDEFF
SBI London	GBP	35601	SBINGB2L
SBI Tokyo	JPY	10177001220001	SBINJPJT
SBI New York	USD	77600125220002	SBINUS33

Any claim under this Guarantee must be received by us on or before \_\_\_\_\_ (Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this bank guarantee). If no such claim has been received by us by the said date, the rights of ONGC VIDESH LTD. 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 LTD. 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 .....

WITNESS NO. 1		
----- (Signature)		----- (Signature)
Full name and official address (in legible letters)		Full name, designation and official address (in legible letters) with Bank stamp.
		Attorney as per Power of Attorney No..... Dated .....
WITNESS NO. 2		
----- (Signature)		
Full name and official address (in legible letters)		

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to ..... (insert the address of the tender inviting work centre) only
- (ii) Bank guarantee, duly executed as per the above format, is to be enclosed with the offer
- (iii) Witness signature and Witness details shall not be required in e-BG. Official address, Bank stamp etc. shall also not be required in case of e- BG.

## **INSTRUCTIONS FOR FURNISHING ELECTRONIC BANK GUARANTEE TOWARDS BID SECURITY**

1. The Electronic Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper/franking receipt as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper/franking receipt should be either in name of the issuing Bank or the bidder.
2. Foreign Bidders are requested to execute Bank Guarantee as per law in their country.
3. Please indicate the currency in which Bank Guarantee is being given, either Indian Rupees or US Dollars(USD).
4. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
5. The bidders will give Electronic Bank Guarantee(e-BG) / SFMS Bank Guarantee(SFMS BG) from any of the following categories of Banks:
  - (a) Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India.

OR

  - (b) Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

OR

  - (c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
6. For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of ONGC VIDESH LTD. (Beneficiary) are as under:

(i)	PAN	AAACO1230F
(ii)	Name	ONGC VIDESH LIMITED
(iii)	Date of Incorporation	05.03.1965
(iv)	Email ID	<u>Parv_jain@ongcvidesh.in</u>
(v)	Contact No.	8291281634
(vi)	Legal Constitution	Entity

(vii)	Registered office address	Deendayal Urja Bhawan, ONGC Videsh Limited 3rd Floor, Tower B, 5-Nelson Mandela Marg, Vasant Kunj, New Delhi-110070
(viii)	Registered office address Pin code	110070
(ix)	Communication address	Deendayal Urja Bhawan, ONGC Videsh Limited 3rd Floor, Tower B, 5-Nelson Mandela Marg, Vasant Kunj, New Delhi-110070
(x)	Communication Address Pin code	110070

The above instructions are also applicable for the other Bank Guarantees (such as Performance security by Supporting Company/Ultimate controlling company, Bank Guarantee towards release of LD etc.)

**Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Bid Security (For Indian Bidders)**  
**BID BOND**

Ref. No.....

**Insurance Surety Bond No.....**

Dated .....

To,

Oil & Natural Gas Corporation Ltd.

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

Dear Sirs,

1. Whereas ONGC Videsh Ltd. incorporated under the Companies Act, 1956, having its registered office at Deen Dayal Urja Bhawan, 5 Nelson Mendela Marg, Vasant Kunj, New Delhi – 110070 - India and one of its offices at \_\_\_\_\_ (hereinafter called 'ONGC VIDESH LTD.' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having Head/Registered office at \_\_\_\_\_ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid bearing Reference No..... and Bidder having agreed to furnish , as a condition precedent for participation in the said tender, an unconditional and irrevocable **Insurance surety Bond** 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 LTD. which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (**name of Indian Insurance Company**) \_\_\_\_\_, registered under the laws of **India** having head/registered office at \_\_\_\_\_ and registered with **Insurance Regulatory and Development Authority of India(IRDAI)** (hereinafter referred to as

"the **Insurer**" 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 LTD., 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 LTD. having to substantiate the demand. Any such demand made by ONGC VIDESH LTD. shall be conclusive and binding on the **Insurer** and the Insurer shall immediately remit the amount to ONGC VIDESH LTD. in the manner provided at para 7 below irrespective of any dispute or difference raised by the Bidder.

3. The **Insurer** confirms that this **Insurance Surety Bond** has been issued with observance of appropriate laws of the country of issue i.e. **India**.

4. The **Insurer** also agree that this **Insurance Surety Bond** shall be unconditional and irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where NIT has been invited.

5. This **Insurance Surety Bond** shall be unconditional and irrevocable and shall remain in force upto \_\_\_\_\_ which includes Forty Five days after the period of bid validity and any demand/claim in respect thereof should reach the **Insurer** (through email or registered post or speed post or courier) on or before \_\_\_\_\_ (Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this **Insurance surety Bond**).

6. Notwithstanding anything contained hereinabove, our liability under this **Insurance Surety Bond** is limited to Indian Rs (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_ only) and this Insurance Surety Bond shall remain in force until ..... (indicate the date of expiry of **Insurance Surety Bond**)

7. All Claims of ONGC VIDESH LTD. (beneficiary) against this **Insurance Surety Bond**, shall be remitted by the ..... (**Insurer's** name to be inserted) to the following account of ONGC VIDESH LTD. only through electronic transfer of funds, unless otherwise specifically communicated by ONGC VIDESH LTD.:

- 5) Beneficiary Account Name: ONGC Videsh td
- 6) Bank Name: State Bank of India
- 7) Bank Account Number:.....

8) IFSC Code:

8. Any claim under this **Insurance Surety Bond** must be received by Insurer on or before \_\_\_\_\_ (Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this **Insurance Surety Bond**). If no such claim has been received by us on or before the said date, the rights of ONGC VIDESH LTD. under this **Insurance Surety Bond** will cease. However, if such a claim has been received by us on or before the said date, all the rights of ONGC VIDESH LTD. under this **Insurance Surety Bond** shall be valid and shall not cease until Insurer has satisfied that claim.

9. The Insurer hereby agrees to waive rights of subrogation against ONGC VIDESH LTD. and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

In witness whereof, the **Insurer**, through its authorised officer, has set its hand and stamp on this ..... day of ..... at .....

		----- (Signature)
		Full name, designation and official address (in legible letters) with <b>Insurer's</b> stamp. Dated .....

**Note:**

- (iv) This **Insurance Surety Bond**/all further communications relating to the **Insurance Surety Bond** should be forwarded to ..... (insert the address of the tender inviting work centre) only.
- (v) **Insurance Surety Bond**, duly executed as per the above format, is to be enclosed with the offer.

INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY  
BOND TOWARDS BID SECURITY

1. The Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. The Insurance Surety Bond by Indian Bidders will be given on non-judicial stamp paper/e-stamp paper as per stamp duty applicable at the place where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the bidder. Insurance Surety Bond is not applicable for Foreign Bidders.
4. Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Bid Security/ Bid Bond in Indian Currency only.
5. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
6. The expiry of claim period as mentioned in clause 5 & 8 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.
7. A letter from the issuing Insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond.
8. Matter to be mentioned in covering letter to be submitted by vendor along with insurance surety bond

1	Insurance Surety Bond No	:	
2	Date of execution of Insurance Surety Bond	:	
3	Expiry date of Insurance Surety bond	:	
4	Expiry date of claim period of Insurance Surety		
5	Vendor Name / Vendor Code	:	Name
			Vendor Code

6	<b>Insurance Surety Bond Amount</b>	:	
7	<b>Tender No</b>	:	
8	<b>Nature of Insurance Surety Bond</b>	:	<b>Earnest Money Deposit</b>
9			
<b>Insurer Details</b>			
	<b>A</b>	<b>Insurer Name</b>	:
	<b>A</b>	<b>Address</b>	:
	<b>B</b>	<b>Email Id</b>	:
	<b>C</b>	<b>Phone No</b>	:

**Appendix: BP-1**

**FORMAT FOR UNDERTAKING ON ACCEPTANCE OF ONGC VIDESH LTD.'s 'Policy for Banning/provisional Suspension of Business dealings with erring Firms'**

***(to be submitted on Bidder's/Firm's Letterhead)***

I \_\_\_\_\_, age \_\_\_\_\_ years Son/ Daughter of \_\_\_\_\_, resident of \_\_\_\_\_ do solemnly affirm and state as under:

1. That \_\_\_\_\_ (Name of the Bidder/Firm) is desirous of submitting its bid against tender no \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ item / works (Name of tender).
2. That I \_\_\_\_\_ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder.
3. That ..... (Name of the Bidder/Firm) has read, understood and accepts the ONGC VIDESH LTD.'s Policy for Banning/provisional Suspension of Business dealings with erring Firms as available at ONGC VIDESH LTD. portals <https://tenders.ONGC Videsh Ltd..co.in> and <https://ONGC Videsh Ltd.india.com>.
4. That .... (Name of the Bidder/Firm) hereby accepts the ONGC VIDESH LTD.'s Policy for Banning/provisional Suspension of Business dealings with erring Firms, without any demur, protest, reservations and agree to be bound by the said Policy.
5. That ..... (Name of the Bidder/Firm) hereby agrees that in the event of Bidder/Firm is banned under the ONGC VIDESH LTD.'s *Policy for Banning/provisional Suspension of Business dealings with erring Firms* then in such case the banning order shall also be applicable upon its *allied concern(s), partner(s) or associate(s) or director(s) or proprietor(s) involved in any capacity*.

**(Bidder/Authorized signatory of Bidder)**

**Seal:**

Date:

Place:

(Appendix-BP2)

**FORMAT FOR UNDERTAKING ON CURRENTLY NOT SERVING ANY  
BANNING ORDER(S) ISSUED BY ONGC VIDESH LTD.**  
**(to be submitted on Bidder's/Firm's Letterhead)**

I \_\_\_\_\_, age \_\_\_\_\_ years Son/ Daughter of \_\_\_\_\_, resident of \_\_\_\_\_ do solemnly affirm and state as under:

1. That I \_\_\_\_\_ is a *Bidder/Authorized signatory of Bidder*, and being duly authorized, I furnish this undertaking on behalf of Bidder/Firm.
2. That \_\_\_\_\_ (*Name of the Bidder/Firm*) is desirous of submitting its bid against tender no \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ item / works (*Name of tender*).
3. That ..... (*Name of the Bidder/Firm*) hereby undertakes as under:
  - i. That neither the Bidder/Firm itself, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving Banning order issued by ONGC VIDESH LTD. debarring them from carrying on business dealings with ONGC VIDESH LTD..
  - ii. That Bidder/Firm is not eligible to submit its bid in the tender of ONGC VIDESH LTD., directly or indirectly with any Joint Venture/Consortium/Partnership with any other bidder etc., which is currently serving Banning order of business dealings with ONGC VIDESH LTD..
4. I disclose the following allied concern(s), partner, or associate(s) or director (s) or proprietor(s) involved in any capacity in terms of the definition of allied Firms given in "Policy for Banning/provisional Suspension of Business dealings with erring Firms".

SI No.	Name	Address	PAN No. (if allotted)	GST No. (if allotted)	Vendor code in ONGC VIDESH LTD. (if available)

(Bidder/Authorized signatory of Bidder)  
Seal:

Date:

**FORMAT FOR UNDERTAKING ON CURRENTLY NOT SERVING ANY  
SUSPENSION ORDER(S) ISSUED BY ONGC VIDESH LTD.**

**(to be submitted on Bidder's/Firm's Letterhead)**

I \_\_\_\_\_, age \_\_\_\_\_ years Son/ Daughter of \_\_\_\_\_, resident of \_\_\_\_\_ do solemnly affirm and state as under:

1. That I \_\_\_\_\_ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder.
2. That \_\_\_\_\_ (Name of the Bidder/Firm) is desirous of submitting its bid against tender no \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ item / works (Name of tender)
3. That ..... (Name of the Bidder/Firm) hereby undertakes as under:
  - i. That the Bidder/Firm is not currently serving Suspension order of business dealings with ONGC VIDESH LTD., pending enquiry of banning process business.
  - ii. Firm is not eligible to submit its bid in the tender of ONGC VIDESH LTD., directly or indirectly through any Joint Venture/Consortium/Partnership with any other bidder etc., which is currently serving Suspension order of business dealings with ONGC VIDESH LTD., pending enquiry of banning process.

(Bidder/Authorized signatory of Bidder)

Seal:

Date:

Place:

## **MODEL CONTRACT AND GENERAL CONTRACT CONDITIONS**

This CONTRACT is made and entered into on this .....day of ...Two thousand and .... by and between ONGC Videsh Ltd, a CORPORATION registered under the Companies Act 1956, having its registered office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mendela Marg, Vasant Kunj, New Delhi - 110070, India and one of its work center at ..... (hereinafter referred to as "CORPORATION" which expression shall include its successors, administrators, executors and assignees) on the one part and M/s ....., a company registered under the companies Act with its Registered office at ..... referred to as the "CONTRACTOR" (which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

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

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

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

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

### **1. DEFINITIONS:**

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

#### **1.1 CONTRACT**

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

**1.2 CORPORATION/ONGC VIDESH LTD.:**

Shall mean OIL & NATURAL GAS CORPORATION LTD., India and shall include its legal representatives, successors and permitted assignees.

**1.3 SITE**

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

**1.4 CORPORATION'S SITE REPRESENTATIVE/ENGINEER**

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

**1.5 CONTRACTOR:**

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

**1.6 SUB-CONTRACT:**

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

**1.7 SUB-CONTRACTOR:**

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

**1.8 CONTRACTOR'S REPRESENTATIVE**

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

**1.9 CONTRACTPRICE**

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

**1.8 DAY**

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

**1.9 EQUIPMENT/MATERIALS/GOODS:**

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

**1.10 WORKS / OPERATIONS:**

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

**1.11 GUARANTEE:**

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

**1.12 MOBILISATION:**

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by ONGC VIDESH LTD. after ONHIRE survey and ONGC VIDESH LTD.'s acceptance thereafter. The date and time of ONGC VIDESH LTD.'s acceptance of ONHIRE survey will be treated as the date and time of mobilisation.

**1.13 DEMOBILISATION:**

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

**1.14 DRAWINGS:**

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

**1.15 SPECIFICATIONS:**

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

**1.16 INSPECTORS:**

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

**1.17 TESTS:**

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

**1.18 FACILITY:**

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

**1.19 THIRD PARTY**

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

**1.20 APPROVAL:**

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

**1.21 SINGULAR/ PLURAL WORDS:**

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

**1.22 GROSS NEGLIGENCE**

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

### **1.23 WILLFUL MISCONDUCT**

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

### **1.24 GST LEGISLATIONS:**

'GST legislations' means 'any or all of the following legislations as may be applicable to the Bidder and ONGC VIDESH LTD.:

- i. the Central Goods & Services Tax Act, 2017;
- ii. the Integrated Goods & Services Act, 2017;
- iii. the Union Territory Goods & Services Tax Act, 2017;
- iv. the respective State Goods & Service Tax Acts'
- v. the Goods and Services (Compensation to States) Act, 2017
- vi. the Customs Act and the Customs Tariff Act.

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

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

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

This CONTRACT shall remain valid for a period of 03 years from date of commencement of contract.

### **4.0 NOTICES AND ADDRESSES:**

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

#### **4.1 ONGC VIDESH TD**

For CONTRACT related communication  
The Head Commercial

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

FAX:.....

For operations, reports and payments

The General Manager( )

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

FAX:.....

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

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

Fax:.....

#### 5.0 DUTIES AND POWER /AUTHORITY :

5.1 The duties and authorities of the ONGC VIDESH LTD.'s site representative are to act on behalf of the ONGC VIDESH LTD. for:

- (i) Overall supervision, co-ordination and Project Management at site
- (ii) Proper utilisation of equipment and services.
- (iii) Monitoring of performance and progress
- (iv) Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (v) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

- (vi) Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the ONGC VIDESH LTD.'s representative/engineer without which no claim will be entertained by the ONGC VIDESH LTD..

#### 5.2.1 CONTRACTOR's representative:

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

### 6. CONTRACT DOCUMENT :

#### 6.1 Governing language:

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

#### 6.2 Entire Agreement :

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

#### 6.3 Modification in CONTRACT:

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

#### **6.4 Sub-contracting:**

- (a) Sub-contracting shall not be allowed for Project management and at least one of the main activities as specified in the Bid Evaluation Criteria, which shall be decided by the Indentor / NTA (for CPD cases). All the remaining activities can be subcontracted with intimation to ONGC VIDESH LTD. for administrative purposes.
- (b) If any work is subcontracted, overall responsibility of the subcontracted work and supervision thereof shall be the sole responsibility of Main contractor. Compliance to all mandatory/statutory requirements including safety related activities shall be the sole responsibility of the main contractor
- (c) The contractor shall not be allowed to subcontract the whole of the Works on back-to-back basis.
- (d) Subcontracting/subletting any part of the work to following types of vendors is not allowed:
  - i) Subcontracting to a vendor/bidder who participated in the same tender.
  - ii) Subcontracting to the approved subcontractor of another bidder who participated in the same tender.

6.4.1 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate etc.) of the sub-contractor to ONGC VIDESH LTD.. Main contractor should give preference to qualified MSEs owned by SC/ST and Women for subcontracting provided such vendor meets all other PTR requirements as per tender/contract.

#### **6.5 Waivers and amendments :**

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

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

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

7.2 All Bills along with relevant supporting documents shall be submitted in triplicate addressed to the General Manager( ).....

7.3 Invoices with original supporting documents duly countersigned by the CORPORATION's representative/ engineer wherever applicable will be submitted .....( indicate the periodicity) by the CONTRACTOR to CORPORATION and payment shall be made within 10 calendar days from the date of receipt of invoice at the above office.

### **2. Deleted**

Ten (10) digit PO or Contract number should be clearly mentioned in the invoice. For submitting the invoices through VIMS Portal and Email channel, following must be ensured:

- i) Invoices should be system generated and no hand written invoices shall be allowed.
- ii) Invoice should be e-invoice in terms of GST Law or the digitally signed invoice only.
- iii) Invoices need to be scanned at a minimum of 300 dpi, preferably in color.
- iv) Invoices should be in PDF format only.
- v) For invoices, file name should be kept as "INVxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document).
- vi) A regular format must be maintained in which invoices are being submitted in ONGC VIDESH LTD..
- vii) Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.
- viii) In case, Email channel is being followed, separate mail should be sent for each invoice.

Note: Invoices submitted for payment should be e-invoice in terms of GST Law or the digitally signed invoice only. No physical invoice shall be accepted for payment.

The original invoice should also accompany the following documents/details:

***(An indicative list of documents is given below. Tender Committee should deliberate on the same and select the appropriate documents as applicable for the respective case and incorporate the same suitably in the Bid document / Contract, after making necessary additions/deletions. TC shall ensure that The documents which are not applicable should not be incorporated from the indicative list or otherwise.)***

- 1) Along with first invoice issued under GST Law:  
Following documents / details should be invariably furnished alongwith the first invoice issued under GST law indicating the GST Registration of service provider:
  - a) **-deleted-**
  - b) **-deleted-**
  - c) **-deleted-**
  - d) **-deleted-**
  - e) Insurance policies (As applicable).

**[TC should clearly list out the Name and type of Insurance policies which are required to be submitted at the time of mobilisation by the contractor.]**

- 2) Payment of Mobilization Charges:
  - a) Invoice (In accordance with the relevant GST rules).
  - b) Insurance policies (As applicable).
- 3) Periodical / Monthly payment:
  - a) Invoice (i.e. Tax invoice as per relevant GST rules, in original and duplicate, clearly indicating GST Registration Number, Service Classification, GST Rate and amount of GST shown separately).
  - b) Insurance policies and proof of payment of premium (As applicable).

**[TC should clearly list out the Name and type of Insurance policies which are required to be taken by the contractor before release of periodical/monthly payment.]**

- c) Details of statutory payments like EPF and ESI (as per clause 7.6.1 below), etc., (As applicable).
- d) Undertaking by the contractor regarding compliance of all statutes.
- e) Certificate by the contractor that personnel deployed have been paid not less than Minimum Wage/Fair wages (as applicable).
- f) Copy of Time sheet / Log Sheet /DPRs with summary showing non-operating period, operating period, Rig move period, idle period, breakdown of equipment, non deployment / short deployment etc (if any) and reasons thereof.
- g) Attendance Sheet (How many person on board) / Manpower deployment sheet [showing non deployment / short deployment etc (if any) and reasons thereof]
- h) Statement of persons travelled on chargeable basis (Recoverable), if applicable.
- i) Fuel charges (Daily consumption report of fuel) and statement of material/ consumption (incl. HSD, cement, mud chemicals, pot water, etc.) taken from ONGC VIDESH LTD. on chargeable basis, if applicable.
- j) Catering Bill (Log Sheet).
- k) Telephone Bill (Log sheet).

Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

**4) Payment towards Indian Agent Commission (IAC):**

- a) Invoice of IAC (stamped pre-receipted bill)
- b) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders') of bid document.
- c) Copy of payment advice (if applicable) against which IAC is claimed.
- d) e-mail ID.

**7.4 Particulars required before releasing payments to (foreign CONTRACTOR (non-resident as per Income Tax Act, 1961):**

The particulars as per clause 12.1 of Annexure-I are invariably required before releasing payments to foreign CONTRACTOR, in accordance with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time).

In addition to the said particulars submitted alongwith the bid, the CONTRACTOR should also provide any other information as may be required for determining the taxability of the amount to be remitted to the non-resident. Further, the CONTRACTOR shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the said particulars, alongwith full details.

Bidders should note that any delay in submission of information/documents as per clause 12.1 of Annexure-I within the specified time may lead to the Income Tax Department directing ONGC VIDESH LTD. to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from contractor.

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

#### **7.6 ONGC VIDESH LTD.'s right to question the amounts claimed**

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

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

##### **7.6.1 Details of statutory payments like EPF and ESI etc.**

The Contractor (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948, inform the respective Code numbers and follow the relevant statutory provisions, including Schemes / Rules made thereunder, concerning contract labour deployed in ONGC VIDESH LTD. operations. Before the commencement of work, the Contractor shall submit the following information / documents:

**(a) In connection with EPF Scheme:**

- (i) Details and number of workers to be deployed for execution of the contract with details of their UAN numbers/ photocopies of Form No. 2 and New Form No.11 submitted to EPFO in respect of such workers who shall be covered under the EPF Scheme.
- (ii) List of 'Excluded Employees', if any, not to be covered under the EPF scheme with certificate to that effect issued by the EPFO or list of excluded employees', if any, not to be covered under the EPF scheme self- certified by the contractor and certificate from the excluded employees to the effect that they are not covered under EPF Act, 1952 and/ or ESI Act, 1948 alongwith an undertaking/ confirmation that the contractor indemnifies ONGC VIDESH LTD. for any liabilities for violation of the provisions of the EPF Act 1952 and ESI Act 1948 arising out of declarations made by the contractor.
- (iii) Copy of monthly return to be filed with the EPFO in Form 5 within 15 days of the close of every month.

**(b) In connection with ESI Scheme:**

- (i) Details and number of workers to be deployed for execution of the contract along with details of their UAN, ESI- IP number etc.
- (ii) Declaration Form No. 01 and Temporary identification certificate/ Insurance number in respect of each contract worker.
- (iii) Details of the contract workers who would not be covered under the said scheme due to their monthly wages exceeding the current monthly wage ceiling of Rs.21000/- or as notified from time to time.

Change in manpower deployed from time to time should also be informed immediately by the Contractor to the PE.

In addition to the above, the Contractor shall also be required to submit each month the following documents/details to the Corporation:

(i) Copy of PF-ECR along with copy of the digitally signed PDF data sheet of the ECR , as proof of payment, each month. Details of this PF-ECR Challan and PDF data sheet shall be verified by the appropriate authority in ONGC VIDESH LTD. from the official website of EPFO (<http://www.epfindia.gov.in>).

(ii) (A) Copy of ESI-ECR duly stamped by the designated Bank, along with copy of the digitally signed PDF data sheet, as proof of payment towards monthly remittance of ESI contribution each month.

(B) – Deleted -

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), Contractor shall also furnish the following Certificates:

- a. The furnished information is correct to the best of his knowledge.
- b. In case any discrepancies or irregularities is /are noticed in this undertaking, then ONGC VIDESH LTD. is free to inform the EPFO/ESIC Authorities.
- c. Before the completion of contract, Contractor shall serve one month notice to all his contractual workers, informing that their services will be terminated.
- d. Within one month on completion/expiry of the contract, Contractor shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which contractor's Bank Guarantee/ Security Deposit may be withheld by ONGC VIDESH LTD..

Corporation shall maintain these records and verify the deposit of statutory contribution made by the contractors with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the Contractor, the appropriate authority in the Corporation, shall verify the details/status of the payment towards EPF/ESI made by the Contractor from the authorities / official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the Contractor is found to be incorrect the Corporation shall take appropriate action against the Contractor.

Note: Conditions for applicability of above provisions

Above clause w.r.t. submission of details on EPF and ESI payments shall not be applicable in following types of contracts:

(a) In those Contracts wherein the services/jobs has been performed exclusively in the premises of the contractor. Certificate to the effect is to be submitted by the Contractor that services/jobs to be executed under the contract have been performed exclusively in his premises.

OR

(b) In those contracts also wherein Contractor has employed only their full time regular employees for execution of the contract, certificate to the effect is to be submitted by the Contractor that for execution of the contract, no contractual labour has been employed and only full time regular employees of the Contractor have been employed.

OR

(c) Fulfilment of conditions at (i) on EPF and (ii) on ESI mentioned below:

(i) Information sought in above clause pertaining to EPF shall not be required to be submitted in those contracts wherein the Contractor has employed only "Excluded Employees". A Certificate to the effect is to be submitted by the Contractor that employee deployed for execution of the contract, have been treated as "Excluded Employees".

'Excluded employee' means --

- i. An employee who, having been a member of the Fund, withdrew the full amount of his accumulation in the Fund on his retirement from service or for migration abroad from India or for taking employment abroad.
- ii. An employee whose pay at the time he is otherwise entitled to become a member of the Fund, exceeds Rs 15000/- per month.
- iii. An apprentice.

(ii) Information sought in above clause pertaining to only ESI shall not be required to be submitted in those contracts wherein the Contractor has employed only those contract labour whose pay exceeds ₹21000/- per month as in terms of the current provisions of the ESI Act, 1948 an employee whose monthly pay exceeds ₹21000/- is outside the purview of the ESI Act. Certificate to the effect is to be submitted by the Contractor that for execution of the contract, the monthly wages of all employees who have been employed, exceeds Rs. 21000/- per month. Further, ESI Act, 1948 is applicable only in areas where it has been made applicable by Gazette Notification in this regard. (ESI Act is currently applicable in all States except the NE States of Manipur and Arunachal Pradesh. Applicability in new areas of operation is to be verified from the office of the ESI Corporation concerned.)

In case a Contractor falling under the provisions of the Note mentioned above does not submit the required details on EPF and ESI payments, then in that case, the Contractor shall be required to indemnify ONGC VIDESH LTD. for any liabilities arising out of declarations made by him in future on violation of provisions of the EPF & MP Act 1952 and ESI Act 1948.

**7.7 (Applicable in ICB tenders only) Payment of commission / fee / remuneration of Indian agent / consultant / representative / retainer / associate of foreign principal.**

The commission/ fee/ remuneration of the Indian agent/ consultant/ representative/ retainer/associate will be paid within 15 days of the payment of first invoice made to the CONTRACTOR provided installation/commissioning of equipment by such agent/ consultant/ representative/ retainer/ associate is not involved. In such cases, the amount of commission/fee/remuneration will be deducted by ONGC VIDESH LTD. from payment of first invoice of the CONTRACTOR and paid to the Indian agent/consultant/ representative/ retainer/ associate in non-convertible Indian rupees at the closing currency exchange rate as applicable on the day prior to the price bid/revised price bid (if any) opening as per "Daily" Closing exchange rate published on Thomson Reuters internet site <https://in.reuters.com/markets/currencies>, upto three places of decimal. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day

Where, as a condition of CONTRACT, the equipment is to be installed/ commissioned satisfactorily by Indian agent/ consultant/ associate/ representative/ retainer/, the payment of commission/fee/remuneration shall be made within 30 days of satisfactory installation/commissioning and issue of a certificate to the effect by the authorised officer of ONGC VIDESH LTD.. The payment of Indian agent/ consultant/representative/ retainer/associate will be subject to the condition that he sends stamped pre-receipted bill for the commission/fee/remuneration.

The closing currency exchange rate as applicable on the day prior to the price bid/revised price bid (if any) opening as per "Daily" Closing exchange rate published on Thomson Reuters internet site <https://in.reuters.com/markets/currencies>, upto three places of decimal will be taken into consideration for working out the commission/fee/remuneration of Indian agent/ consultant/ representative/ retainer/ associate. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day

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

### **8.1 CLAIMS:-**

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

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

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

## **8.3 TAXES:-**

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

CONTRACTOR shall provide all the necessary compliances/ invoice / documents for enabling ONGC VIDESH LTD. to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by ONGC VIDESH LTD. only against appropriate documents ie: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor)
- (ii) Name and Address and GST Registration Number of the Service Receiver (Address of ONGC VIDESH LTD.)
- (iii) Description, Classification and Value of taxable service / goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)
  
- (iv) In case of imported goods, contractor/supplier is required to provide original Bill of entry or copy of Bill of Entry duly attested by Custom authority.

- (v) The Contractor should mention the Place of supply in the invoice raised under GST Law.
- (vi) ONGC VIDESH LTD. would not accept any invoice without its GSTIN mentioned on the invoice

Note : Bidder who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice which will have GSTIN of supplier as well as ONGC VIDESH LTD..

### 8.3.1 - Deleted –

**8.4 CUSTOMS DUTY (BCD + IGST):** - (applicable for Charter hire services using CONTRACTOR's capital equipment like rigs/equipments/ tools/vessels etc and for petroleum operations, where concessional Customs duty is applicable as per the policy of Govt. of India in vogue).

As per Sl. No. 404 of Customs Notification No. 50/2017-Cus dated 30.06.2017 and amended vide Customs Notification No. 02/2022-Cus dated 01.02.2022 & 40/2022-Customs dated 13.07.2022 and 36/2025-Cus. dated 17.09.2025 (as amended from time to time), the goods required in relation with petroleum operation for eligible areas, as mentioned in list 33 of said notification, would attract 18% Customs Duty (BCD Nil, SWS Nil & IGST @ 18%) subject to submission of required undertaking/ certificate.

All imports (rigs/equipments/vessel/tool/spares, consumables and accessories) and import clearance under the contract including payment of Customs Duty shall be the responsibility of the Contractor.

For import of rigs/equipments/ vessel/tool/ Chemicals/spares and accessories as specified in list 33, for execution of contract for petroleum operations, Corporation will provide required undertaking/certificate to contractor for availing concessional rate of Customs duty for import of equipments/ vessels/tool/ Chemicals/spares and accessories as specified in list 33, as eligible. Accordingly, only concessional rate of the Customs duty for equipments/ vessels/tool/ Chemicals–spares and accessories as specified in list 33 required for operation and maintenance of equipment and equipments is to be considered while quoting. As regards, re-export of equipments/vessels/tool/ Chemicals/spares and accessories as specified in list 33 (owned or on lease basis) brought by the contractor (whether Indian or foreign) for petroleum operation, as the equipments/vessels/tool/ Chemicals/ spares and accessories as specified in list 33 would be imported by the contractor with payment of concessional rate of CUSTOMS DUTY; after expiry of the contract with ONGC VIDESH LTD., the contractor would have to either re-export the equipments/vessels/tool/ Chemicals/spares and accessories as specified in list 33 or deploy the equipments/vessels/tool/spares, Chemicals/spares and accessories as specified in list 33 for petroleum operations in areas where concessional rate of Customs Duty is applicable after getting a fresh Certificate/documents from the Corporation, as applicable. The contractor shall also have to indemnify the Corporation against any claim that may arise due to violation of the Customs Act or the Foreign Trade Policy by them. In case any equipments/vessels/ tool/ Chemicals/spares and accessories as specified in list 33 are required to be replaced by the contractor during the execution of the contract, the Corporation shall issue a fresh undertaking/certificate, as applicable, and bring the equipments/

vessels/tool/ Chemicals/spares and accessories as specified in list 33 on payment of concessional rate of Customs Duty.

All imports under the contract shall be done with Corporation's prior approval only. The Contractor shall be responsible to carry out all the formalities. In case of any mis-declarations or offences committed under the Customs rules and regulations and also allied rules, fine, penalty or any other charges levied by the concerned authorities on Corporation shall be borne by the Contractor including the element of interest on Corporation's funds blocked under such circumstances. Corporation shall be indemnified by the Contractor against all actions by Govt. or any other agency for acts of commission and omission.

Contractor shall be responsible to import the equipments/tools for execution of the contract. The contractor shall undertake to complete all the formalities as required under the Customs Act / Foreign Trade Policy (FTP) and indemnify ONGC VIDESH LTD. from all the liabilities of Customs in this regard.

The equipments/tools imported by the Contractor for petroleum operations against the certificate/undertaking provided by ONGC VIDESH LTD. shall not be used / deployed by the Contractor for any purpose other than the jobs arising out of the contract awarded by Corporation and in the event of the equipments/tools being misused or put to use other than specified use, the Contractor shall be liable to pay duty, fine, penalty and other actions taken by the Customs department and other authorities for violation of the customs rules and regulations and other allied rules.

Similarly in case of deployment of equipment by a contractor on ownership basis under concessional rate of Customs Duty under Sl. No. 404 of notification no. 50/2017-Cus and amended vide Customs Notification No. 02/2022-Cus dated 01.02.2022 (as amended from time to time) for ONGC VIDESH LTD. contracts, if after the expiry of contract such equipment are deployed for other licensee/contractor, then the contractor has to comply with condition of the said notification and indemnify ONGC VIDESH LTD. against any claim arising out of non-compliance of the said notification.

**CUSTOMS DUTY:** - (applicable for Charter hire services using Contractor's capital equipment like rigs/equipments/tools etc. and for non-PEL/ML areas where Customs Duty is payable). –

## 8.5   **CORPORATE TAXES:**

8.5.1 The CONTRACTOR shall bear all direct taxes, levied or imposed on the CONTRACTOR under the laws of India, as in force from time to time.

The CONTRACTOR shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the CORPORATION for discharging any of its

responsibilities under such laws in relation to or arising out of the CONTRACT.

8.5.2 Tax shall be deducted at source by ONGC VIDESH LTD. from all sums due to an Indian tax resident Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

8.5.3 A non-resident Contractor i.e., a Contractor who is not an Indian tax resident according to the Indian Income Tax Act, 1961, has the option to obtain on its own either (A) a Certificate u/s. 195(3) of the Income Tax Act, 1961, or (B) a Certificate u/s. 197 of the Income Tax Act, 1961, and furnish the said Certificate u/s. 195(3) or the Certificate u/s.197, as the case may be, to ONGC VIDESH LTD. along with each of its Invoices. In case the non resident Contractor wishes to exercise this option, it should convey the same in writing to ONGC VIDESH LTD. at the time of signing the Contract and an option so exercised shall be final and cannot be changed during the currency of this Contract. In case an option is so exercised, ONGC VIDESH LTD. shall deduct tax at source in accordance with the directions contained in the Certificate u/s. 195(3) or the Certificate u/s. 197, as the case may be, as in force at the point in time when tax is required to be deducted at source.

If after having exercised the option to obtain and furnish a certificate u/s. 195(3) or a certificate u/s. 197, the non-resident Supplier does not furnish a certificate u/s. 195(3)/197 along with any of its invoices, ONGC VIDESH LTD. shall deduct TDS at the maximum marginal income-tax rate applicable to the non-resident Supplier as increased by applicable surcharge and education cess.

8.5.4 In case the non resident Contractor does not exercise the option in clause 8.5.3 above, an Order u/s. 195(2) of the Income Tax Act, 1961, for the purpose of deduction of tax at source will be obtained by ONGC VIDESH LTD. from the Indian Income Tax Department, and tax shall be deducted at source by ONGC VIDESH LTD. as directed in the said Order u/s. 195(2).

The Corporation, at its discretion, may obtain a Certificate in Form 15CB from a practicing Chartered Accountant in lieu of obtaining an Order u/s 195(2) from Income Tax Department, and, in such case, TDS shall be regulated as per the said Certificate in Form 15CB

8.5.5 In case the non resident Contractor does not exercise the option in clause 8.5.3 above, it shall furnish a Tax Residency Certificate and Form No. 10F (Appendix – 11 of Annexure-I).

8.5.6. If it is not possible for the non-resident to obtain & submit Tax Residency Certificate and Form No. 10F to ONGC VIDESH LTD. within a reasonable time, he should furnish an undertaking to the effect that he is a tax resident of \_\_\_\_\_ (the specified country) and that he shall obtain and provide the TRC and Form No. 10F to ONGC VIDESH LTD. before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier. Contractor

should note that any delay in submission of TRC, Form No. 10F and/or PE information within the specified time may lead to the Income Tax Department directing ONGC VIDESH LTD. to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the contractor.

8.5.7. As per the provisions of Section 206AA of Indian Income-tax Act, 1961, any person entitled to receive any sum or income or amount, on which tax is deductible under the provisions of the Act, is required to furnish its Permanent Account Number (PAN) to the person responsible for deducting tax at source failing which tax is required to be deducted at higher of the normally applicable rate and the rate prescribed by section 206AA which is presently 20%.

The provisions of section 206AA are, however, not applicable to a non-resident recipient not having a PAN if the non-resident furnishes prescribed details and documents in lieu of PAN viz., (i) name, email ID, contact no. of the non-resident; (ii) address of the non-resident in the country of tax residence (iii) tax residency certificate of the non-resident; and (iv) Tax Identification Number (TIN) of the non-resident allotted in the country of his tax residence.

Therefore, in case the CONTRACTOR does not furnish its PAN (or a non-resident CONTRACTOR does not furnish its PAN or the aforesaid prescribed information and documents), CORPORATION shall deduct tax at source as provided in the Income-tax Act, 1961, or in the relevant Finance Act, or as directed in the Certificates u/s 195(3) or 197 or Order u/s. 195(2) or as per Certificate obtained in Form 15CB, as the case may be, or at such higher rate as may be required by Section 206AA of Indian Income-tax Act, 1961, from time to time.

8.5.8 The employees of such foreign companies/concerns/Joint Ventures, their SUB-CONTRACTOR and assignees are also required to comply with various Direct tax laws of India, as applicable.

For the lapses, if any, on the part of the CONTRACTOR and consequential penal action taken by the Income Tax department, the CORPORATION shall not take any responsibility whether financial or otherwise.

8.5.9 As per section 94A of Indian Income-tax Act, 1961, the Central Government may, having regard to the lack of effective exchange of information with any country or territory outside India, specify by notification in the Official Gazette such country or territory as a Notified Jurisdictional Area (NJA) in relation to transactions entered into by an Indian tax resident. One of the consequences of a country or territory being specified as NJA is that TDS from a person located in such country or territory (as defined in section 94A) is required to be deducted at higher of normally applicable rate or rate specified in section 94A of the Income-tax Act, which is presently 30%.

Therefore, if the CONTRACTOR is a person located in a country or territory specified by the Government of India as NJA under section 94A of the Indian Income-tax Act, 1961, the CORPORATION shall deduct tax at source as directed in the Certificates u/s 195(3) or 197 or Order u/s. 195(2) , as the case may be, or

at such higher rate as may be required by Section 94A of Indian Income-tax Act, 1961, as applicable.

**“Notes in respect of Tax Residency Certificate”,**

- (i) The Tax Residency Certificate (TRC) should be in original or a photocopy duly attested either from a notary public in India or from the Indian Embassy/High Commission/Consulate in the country whose authorities have issued such TRC.
- (ii) During the currency of the Contract / Purchase Order, for the income accrued in different financial years, the Contractor/Supplier should submit TRC(s) and Form No. 10F valid for the entire duration of the contract. In case the validity of a TRC and Form No. 10F expires during the currency of the contract, fresh valid TRC(s) and Form No. 10F should be submitted by the supplier/contractor for the remaining part of the currency of the contract.

**8.6 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.

**9.0 PERFORMANCE:-**

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

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

The CONTRACTOR shall furnish to the CORPORATION within 30 days from the date of fax CONTRACT/ Letter of Intent(LOI), security deposit in the form of a NEFT/RTGS/Electronic fund transfer to designated account of ONGC VIDESH LTD. # or in lieu thereof an irrevocable Electronic Bank Guarantee(e-BG) or SFMS Bank Guarantee(SFMS BG)\* or Unconditional irrevocable Insurance Surety Bond (as per the proforma enclosed at Appendix-I/ Appendix-IA of this Annexure II) or in lieu thereof an irrevocable Letter of Credit (as per the proforma enclosed at Appendix-4A of Annexure-

I) for the period specified in the bid document/ Notification of Award/ LOI, towards performance under this CONTRACT. In case PBG is not submitted within 30 days from the date of NOA, a sum equivalent to 1.5% (one and half percent) of the amount of Performance Security per month for such delay or part thereof shall be recovered from the first Bill/invoice (& any remaining amount from subsequent invoice) submitted by the contractor.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in respect of any amount due from the CONTRACTOR to the CORPORATION, the CORPORATION shall have unconditional option under the guarantee to invoke the above bank guarantee/Insurance Surety Bond and claim the amount from the bank/Insurer. The bank (in case of e-BG/SFMS BG)/ Insurer (in case of Insurance Surety Bond) shall be obliged to pay the amount to the CORPORATION on demand.

a# Subject to credit in ONGC VIDESH LTD.'s account within prescribed time

#### **PERFORMANCE BOND (Applicable for tenders above Rs. 1 crore):-**

The CONTRACTOR shall furnish to the CORPORATION within 30 days from the date of fax CONTRACT/ Letter of Intent(LOI), security deposit in the form of a NEFT/RTGS/Electronic fund transfer to designated account of ONGC VIDESH LTD. # or in lieu thereof an irrevocable Electronic Bank Guarantee (e-BG) or SFMS Bank Guarantee(SFMS BG)\* or Unconditional irrevocable Insurance Surety Bond (as per the proforma enclosed at Appendix-II/ Appendix-IA of this Annexure II) or in lieu thereof an irrevocable Letter of Credit (as per the proforma enclosed at Appendix-4A of Annexure-I) for the period specified in the bid document/ Notification of Award/ LOI, towards performance under this CONTRACT. In case PBG is not submitted within 30 days from the date of NOA, a sum equivalent to 1.5% (one and half percent) of the amount of Performance Security per month for such delay or part thereof shall be recovered from the first Bill/invoice (& any remaining amount from subsequent invoice) submitted by the contractor.

\* SFMS BG:

The default/Preferable mode of submission of Security Deposit will be NEFT/RTGS/Electronic fund transfer or e-BG, however, whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS BG.

- a) Bidder shall get SFMS Bank Guarantee issued from SFMS enabled Bank as allowed by ONGC VIDESH LTD. in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to ONGC VIDESH LTD.'s Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG towards Performance Security along with SFMS delivery report /message copy which has been transmitted to ONGC VIDESH LTD.'s bank by BG issuing bank through SFMS system.

- b) The SFMS BG will have to be given on non-judicial stamp paper / with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt e-stamping should be either in the name of the issuing bank or the bidder.
- c) The original SFMS BG in physical form towards Performance Security (along with SFMS delivery report /message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. ONGC VIDESH LTD.'s bank) should reach to the designated ONGC VIDESH LTD. office on or before due date.
- d) SFMS BG will not be acceptable unless details of the same is transmitted to the ONGC VIDESH LTD.'s Bank through SFMS platform. It's bidder's responsibility to ensure that BG issuing bank sends the BG advice correctly in the form of message format 760COV via SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc..
- e) In case of any error by the applicant (bidder/contractor) or BG issuing bank while capturing the requisite field details/format or non-receipt of confirmation of BG through SFMS 760COV message format, bidder/contractor shall be responsible for the non-acceptance of the same.
- f) For any amendment of SFMS BG, message 767COV through SFMS should be used.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /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 the CORPORATION, the CORPORATION shall have unconditional option under the guarantee/ Insurance Surety Bond to invoke to invoke the above bank guarantee /Insurance Surety Bond and claim the amount from the bank/Insurer. The bank (in case of e-BG/SFMS BG)/ Insurer (in case of Insurance Surety Bond) shall be obliged to pay the amount to the CORPORATION on demand.

# Subject to credit in ONGC VIDESH LTD.'s account within prescribed time

10.1 In case PBG is not submitted within 30 days from the date of NOA, a sum equivalent to 1.5% (one and half percent) of the amount of Performance Security per month for such delay or part thereof shall be recovered from the first Bill/invoice (& any remaining amount from subsequent invoice) submitted by the supplier/contractor.

## 11.0 IMPORT AND IMPORT CLEARANCE:-

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

## **12.0 DISCIPLINE:-**

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

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

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

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

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

### **13.1 Verification of character and antecedents of Contractual Manpower**

In all contracts involving deployment of Contractor's manpower within ONGC VIDESH LTD.'s premises like plants, offices, installations,

rigs, stock yards etc., the Contractor shall submit the following documents to ONGC VIDESH LTD. prior to start of work:

- (i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.
- (ii) Undertaking from the Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.
- (iii) Along with the above mentioned undertakings, the Contractor will provide certified photocopies of Police verification certificates for inspection by the authorized representative of ONGC VIDESH LTD.. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier.

#### **14. Confidentiality Clause:**

1. The terms and conditions of this Agreement/ Contract are confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms.

"Confidential Information" shall not include information that:

- (a) is or becomes publicly known through no wrongful or unlawful act of the Contractor;
- (b) is independently developed by the Contractor without the benefit of ONGC VIDESH LTD.'s Confidential Information.

2. The Confidential Information will be used by the Contractor solely and exclusively for the purpose of this Contract and will be kept confidential and will not be disclosed, in whole or in part to any other person, except to those of the employees, directors, or any other person concerned, acting on their behalf, (collectively the "Representatives") of the Contractor who need to know such information for the Contract.

3. "Contractor shall not be deemed to be in breach of confidentiality for any disclosure of Confidential Information done with the prior written permission of ONGC VIDESH LTD. or to the extent required to comply with applicable statutory law, rule or regulation, order from court or any statutory or governmental authority provided that the contractor provides reasonable prior written notice, takes all reasonable and lawful actions to obtain confidential treatment of such disclosure and disclose the minimum amount and scope of the confidential information necessary to comply with the applicable law, rules, regulations, order from court or any statutory or governmental authority."

4. Contractor shall procure that its Representatives to whom any Confidential Information is disclosed shall also be bound by this Agreement mutatis mutandis.

5. The Confidential Information shall be and remain the property of ONGC VIDESH LTD. and any document containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to ONGC VIDESH LTD. upon written request, or destroyed at ONGC VIDESH LTD.'s option.

6. The obligations set forth herein with respect to Confidential Information will continue until such period that such information continues to be confidential and that obligation will continue notwithstanding the termination of business relationship with Contractor provided that Contractor's obligations herein shall cease upon return of the Confidential Information to ONGC VIDESH LTD. or destruction of the Confidential Information with notice to ONGC VIDESH LTD..

7. Contractor acknowledges and agrees that it is aware (and that its representatives acknowledge and agree) that the Confidential Information being disclosed by ONGC VIDESH LTD. or its representatives may be 'unpublished price sensitive information' as defined under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("Insider Trading Regulations"). Contractor agrees that Contractor or any of its representative or affiliates shall not trade in the securities of ONGC VIDESH LTD. while Contractor is in possession of the Confidential Information, other than in compliance with provisions of the Insider Trading Regulations.

## 15. STATUTORY REQUIREMENTS:-

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

## 16. INSURANCE:-

A) (i) CONTRACTOR shall, at his own expense, arrange **Workmen's Compensation / Employer's Liability Insurance policy to cover statutory liability of an employer for the workmen engaged under this contract also** to cover all risks assumed by the CONTRACTOR in respect of its personnel deputed under this CONTRACT.

[Above policy, wherever applicable, shall be submitted by the contractor at the time of mobilization with its validity for the entire contract period. However in case insurance for entire contract period is not issued by insurance company as per their company policy, wherever the policy validity is expiring before the contract period, the policy with extended validity is to be taken and submitted by the Contractor to ONGC VIDESH LTD. (Indentor from ONGC VIDESH LTD. to verify compliance) for continuity of Insurance policy without break before expiry of insurance (e.g., if policy is expiring in June, then extended policy to be submitted in June itself before its expiry)]

(ii) Further, CONTRACTOR at his own expense shall also arrange **insurance policy to cover** CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this contract even when these are in the custody of ONGC VIDESH LTD. and that ONGC VIDESH LTD. will have no liability on this account." [Above policy is to be submitted at the time of mobilisation and subsequently every year (if renewal of policy have been done) and not required with monthly invoice]

[Following para may be incorporated by work centre for cases involving short mobilization period:]

In case aforesaid policies (i and/or ii) cannot be taken at the time of mobilisation due to short mobilisation period, they can be submitted before commencement of work but with validity from mobilisation date.]

B) Waiver of subrogation: Except for the **workmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the contractor as their Corporate policy/rules, where ONGC VIDESH LTD. is neither required to be present as principal Assured or additional Assured**, all insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clause 16 hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

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

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

D) Deductible:-

The contractor shall take policy with minimum deductible as prescribed for the policy (ies).

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.

E) 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.

**Note:- Work centers depending upon the specific work requirements may add suitable clauses for additional insurance coverage in the Special Conditions of CONTRACT).**

**16.1. Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY).**

Contractor shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of ONGC VIDESH LTD. for defraying the cost of the insurance premium amount under the contract. The contractor shall also certify that the claim has not been preferred in the earlier contract of ONGC VIDESH LTD. or otherwise.

ONGC VIDESH LTD. after satisfying by verifying the required documents shall release the premium amount to contractor. In case a member is covered through more than one account, insurance cover will be restricted to one only.

**17. INDEMNITY AGREEMENT:**

**17.1 INDEMNITY BY CONTRACTOR:**

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified CORPORATION, its CONTRACTORS

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

a) personal injury, illness or death of :

- i) any of CONTRACTOR's or subCONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of CORPORATION); and
- ii) subject to clause 17.2 (a) (I) any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORs or subCONTRACTOR's personnel and

b) loss or damage to :

- i) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORs or subCONTRACTOR's personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of CORPORATION); or
- ii) subject to clause 17.2 (b) (I) any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORs or subCONTRACTOR's personnel.

## **17.2 INDEMNITY BY CORPORATION :**

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

a) personal injury, illness or death of

- i) any employee of the CORPORATION (even if caused by or contributed to by the negligence or fault of CONTRACTOR);

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

## **18. TERMINATION**

### 18.1 Termination on expiry of the CONTRACT

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

### 18.2 Termination on account of force majeure

ONGC VIDESH LTD. shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause \_\_\_\_\_

### 18.3 Termination on account of insolvency

In the event the CONTRACTOR at any time during the term of this Agreement, gets admitted to an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof), or, is declared as bankrupt/insolvent or gets admitted to any proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction, or makes a voluntary assignment of its assets for the benefit of creditors, then ONGC VIDESH LTD. shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

### 18.4 Termination for unsatisfactory performance

If the ONGC VIDESH LTD. considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, the ONGC VIDESH LTD. shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The ONGC VIDESH LTD. shall

have the option to terminate this Agreement by giving 30 days notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the ONGC VIDESH LTD..

#### 18.5 Termination for delay in mobilisation

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

#### 18.6 Consequences of termination

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

In case of termination of Contract herein set forth, except under 18.1 and 18.2, and / or annulment of the contract due to non-submission of Performance Security (as per clause 36 of Annexure-I), actions as per ONGC VIDESH LTD.'s 'Policy for Banning/ provisional Suspension of Business dealings with erring Finns' shall be taken against the Contractor. Aforesaid policy is available at ONGC VIDESH LTD. portals <https://tenders.ONGC Videsh Ltd..co.in> and <https://ONGC Videsh Ltd.india.com>.

### 19. **DELAY IN MOBILISATION AND LIQUIDATED DAMAGES**

- (a) CONTRACTOR (successful bidder) shall mobilize and deploy the required manpower and the complete equipments so as to commence the services at the specified site (s) within a maximum of days as stipulated in scope of work.
- (b) If the CONTRACTOR fails to mobilize and deploy the required manpower / equipment and / or fails to commence the services within the period specified in sub clause (a) above, ONGC VIDESH LTD. shall have, without prejudice to any other right or remedy in law or contract including sub clause (c) below, the right to terminate the contract.

- (c) If the contractor is unable to mobilize / deploy and commence the services within the period specified in sub clause (a) above, it may request ONGC VIDESH LTD. for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, ONGC VIDESH LTD. may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 1/2 % of annual contract value, for each week of delay or part thereof, subject to a maximum of 10% of the annual contract value.
- (d) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by ONGC VIDESH LTD. on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- (e) LD will be calculated on the basis of annual contract value excluding duties and taxes, where such duties/taxes have been shown separately in the contract..
- (f) Deleted

19.1 In contracts where mobilization notice for tools / chemicals / goods / services / facilities etc. is dependent on mobilization/availability of main service/equipment (e.g. Rigs) being hired through other contracts, following provisions are applicable:

In the event of a delay in the deployment of the main service/ equipment (e.g., rigs), ONGC VIDESH LTD. reserves the right to defer the mobilization of dependent tools, chemicals, goods, services, or facilities etc. by a suitable period, based on the prevailing circumstances. A notice period of 30 days shall be served to the Contractor for such deferment of mobilization period.

Furthermore, if the Contractor offers the mobilization of tools, chemicals, goods, services, or facilities etc. prior to the availability of the main service/equipment or before the scheduled (or rescheduled) mobilization date, ONGC VIDESH LTD. reserves the right to defer the on-hire survey/inspection (or any other activity which completes mobilization) until the main service/equipment becomes available or until the final date of the scheduled (or rescheduled) mobilization, whichever is earlier.

## 20. **SEVERABILITY:**

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect

the remaining provisions hereto and they shall remain binding on the parties hereto.

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

**21. CHANGE IN LAW:**

21.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date for this CONTRACT and which results in increase in rate of taxes and duties on the supply of services to ONGC VIDESH LTD. under the CONTRACT (other than personnel and Corporate taxes), the CONTRACTOR shall be indemnified for any such increased taxes and duties by the CORPORATION subject to the production of documentary proof to the satisfaction of the CORPORATION to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by CORPORATION.

21.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date for this CONTRACT and which results in any decrease in the rate of taxes and duties on the supply of services to ONGC VIDESH LTD., (other than personnel and Corporate taxes), the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the CORPORATION, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

21.3 All taxes & duties (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the tender closing date, for the this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in the rate of such duties, taxes after the tender closing date, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of CORPORATION.

21.4 Any increase in the rate of taxes & duties after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in the rate of taxes and duties after the contractual completion / mobilization date will be to CORPORATION's account.

21.5 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, CORPORATION will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, CORPORATION will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

21.6 Notwithstanding the provision contained in clause 21.1 to 21.4 above, the CORPORATION shall not bear any liability in respect of :

- (i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub contractors and Agents etc.
- (ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- (iii) Other taxes & duties including Customs Duty, and GST in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc of the CONTRACTOR.

21.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to ONGC VIDESH LTD. and not applicable on taxes and duties on input (goods and services).

21.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

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

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

against the Govt. of India arising out of this CONTRACT and covenants not to the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of under this CONTRACT

**23. FORCE MAJEURE:**

A Force Majeure (FM) means extraordinary events or circumstances beyond human control, such as an event described as an act of God (like a natural calamity) or events such as a war, riots, Fire and Acts, Rules and Regulations of respective government of the two parties namely ONGC VIDESH LTD. and the Contractor, directly effecting the performance of the Contract. An FM clause in the contract frees both parties from contractual liability and obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not entirely excuse a party's non-performance but only suspends it for the duration of the FM. The firm must give notice of FM within a reasonable time as the conditions permit not later than 14 days after its occurrence and it cannot be claimed ex-post facto. There may be an FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may, at its option, seek to terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

**24. EMPLOYMENT BY FIRMS TO OFFICIALS OF ONGC VIDESH LTD.**

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

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

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

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

## 26. JURISDICTION AND APPLICABLE LAW:-

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

## **27 Dispute Resolution Mechanism (Applicable for Domestic Procurement)**

### **27.1 Notice of Dispute and Amicable Settlement**

- 27.1.1** In the event of any difference/dispute between the parties to the contract arising out of or in connection with the contract, the concerned party shall send a **Notice of Dispute** specifying all points of disputes / issues, the amounts of any quantified claims, and, to the extent possible, an estimate of the monetary value of any other claims, along with the supporting document(s) to the other party under the contract.
- 27.1.2** After receipt of a Notice of Dispute under Clause 27.1.1 above, the parties shall in good faith, make all reasonable efforts to arrive at a mutually acceptable resolution to the disputes raised in the Notice of Dispute in a formal meeting(s) between authorized representatives of the parties.
- 27.1.3** Parties agree that any effort by either party for arriving at the mutually acceptable resolution of the disputes is to be kept confidential by both Parties. Parties also agree to not rely upon any views expressed, admissions or suggestions made, or willingness to enter into a settlement by either party as evidence in any forum / arbitration / court proceeding.
- 27.1.4** Parties agree that neither party shall be entitled to any claim or compensation for any consequential, indirect or special losses/damages, including loss of profit, loss of production, loss of use, loss of goodwill, loss of reputation, remote

damages, loss of business opportunities, loss of employment opportunities, loss of interest including any pre-reference or *pendente-lite* interest, idling costs of men and machinery, prolongation costs etc., on account of any dispute/ claim raised under the contract. Parties agree that claim for any such amount shall not be considered and shall be void.

**27.1.5** In case the parties fail to amicably resolve the disputes between them within **60 days** of receipt of Notice of Dispute sent under Clause 27.1.1 above, the following provisions of Clause 27 mentioned below, as applicable, shall follow.

**27.2 Mediation/Conciliation**

**27.2.1 For Disputes above Rs 10 Lakh - through Outside Expert Council (OEC)**

**27.2.1.1** If any dispute between the parties, of or above the value of Rs. 10 lakh, is not resolved within 60 days of receipt of Notice of Dispute, the concerned party may request the other party to refer the said dispute(s) for settlement through mediation / conciliation through an Outside Expert Council (**OEC**) as per the extant ONGC VIDESH LTD.'s Guidelines on the subject.

**27.2.1.2** The concerned party shall submit its request for mediation / conciliation on the '**Mediation Portal**' created by ONGC VIDESH LTD. at <https://oec.ONGC Videsh Ltd..co.in>. The procedure and timelines to be followed for the mediation process shall be in accordance with the 'Manual on Mediation through Outside Expert Council' (including any changes thereto) available / uploaded on the aforesaid Mediation Portal.

**27.3 Arbitration (*not applicable in case of disputes between public sector enterprises*)**

**27.3.1** The provisions under Clause 27.3 of the Contract shall be applicable only for disputes with a claim amount of more than Rs. 25 lakh and less than Rs. 10 crore. For the purposes of determining the applicability of this clause, the claim amount shall include any previous claim(s) referred to Arbitration under the Contract and the value of such cumulative claim(s) shall be restricted to Rs. 10 crore only.

**27.3.2** In case of failure to resolve a dispute amicably through amicable settlement / mediation / conciliation under the provisions of Clauses 27.1 and 27.2 above, either party may,

subject to the provision under Clause 27.3.1 above, refer the said dispute for resolution through Arbitration under the administration of 'India International Arbitration Centre' ("IIAC"), established by an Act of the Parliament, i.e., the India International Arbitration Centre Act, 2019, in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, including any subsequent modifications and amendments thereof, which regulations are deemed to be incorporated by reference in this clause, to the extent these regulations are not inconsistent with this clause.

**27.3.3** The Arbitration shall be conducted by an Arbitral Tribunal consisting of:

(i) For claim amount upto Rs. 2 crore, by a Sole Arbitrator, to be appointed by the Chairman, IIAC, in accordance with the IIAC Regulations. It is clarified that only a Retired Judge shall be eligible to be appointed as a Sole Arbitrator under this clause, and

(ii) For claim amount above Rs. 2 crore, by a Tribunal of three arbitrators comprised of Retired Judges. Parties to nominate one arbitrator each and the two co-arbitrators shall nominate the presiding arbitrator in accordance with the IIAC Regulations.

Any arbitrator appointed under sub-clauses (i) and (ii) above that is not a member of the panel of arbitrators maintained by IIAC shall submit a declaration to abide by and conduct the arbitration proceedings in accordance with the IIAC Regulations.

**27.3.4** The seat of Arbitration shall be at Delhi.

**27.3.5** Parties further agree that following matters shall not be referred to Arbitration:-

- i. Any claim, difference or dispute relating to, connected with or arising out of ONGC VIDESH LTD.'s decision to initiate proceeding for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor;
- ii. Any claim, difference or dispute relating to, connected with or arising out of ONGC VIDESH LTD.'s decision under the provisions of Integrity Pact executed between ONGC VIDESH LTD. and the Bidder / Contractor;
- iii. Any dispute pertaining to insolvency and bankruptcy, property laws.

- 27.3.6** The necessary arrangements for venue of arbitration proceedings, travel and stay of arbitrators, etc. shall be made by the Contractor. The total cost of Arbitration proceedings including all expenses incurred in relation thereto shall be shared equally by the parties.
- 27.4** **Dispute resolution (*in case of disputes between Govt. entities/public sector enterprises*) through AMRCD**
- 27.4.1** The provision under Clause 27.4 is applicable only for settlement of commercial disputes between Central Public Sector Enterprises (**CPSEs**) and Government Department(s)/Organizations(s).
- 27.4.2** Before referring any dispute for adjudication through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), the parties undertake to make all efforts in good faith to resolve their differences/disputes amicably amongst themselves, through respective Internal Committees consisting of authorized officers of each party. If such dispute or difference cannot be resolved mutually between the parties, the same may be referred to the AMRCD. [In this regard, ONGC VIDESH LTD. has set up an Internal Fast-track Resolution Committee (IFRC), which is empowered to negotiate with the concerned CPSEs/Govt. entities for resolving the differences amicably].
- 27.4.3** Subject to the provision under 27.4.2 above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 (as revised time to time) and the decision of AMRCD on the said dispute will be binding on both the parties.
- 27.5** **Adjudication by Courts**
- 27.5.1** Any dispute not resolved or not covered under the provisions of Clauses 27.1, 27.2, 27.3 above may be referred for final adjudication by the court.

**Clause 27: Dispute Resolution Mechanism – (Applicable for International competitive bidding (ICB ))**

**27.1      Notice of Dispute and Amicable Settlement**

- 27.1.1**      In the event of any difference/dispute between the parties to the contract arising out of or in connection with the contract, the concerned party shall send a **Notice of Dispute** specifying all points of disputes / issues, the amounts of any quantified claims, and, to the extent possible, an estimate of the monetary value of any other claims along with the supporting document(s) to the other party under the contract.
- 27.1.2**      After receipt of a Notice of Dispute under Clause 27.1.1 above, the parties shall in good faith, make all reasonable efforts to arrive at a mutually acceptable resolution to the disputes raised in the Notice of Dispute in a formal meeting(s) between authorized representatives of the parties.
- 27.1.3**      Parties agree that any effort by either party for arriving at the mutually acceptable resolution of the disputes is to be kept confidential by both Parties. Parties also agree to not rely upon any views expressed, admissions or suggestions made, or willingness to enter into a settlement by either party as evidence in any forum / arbitration / court proceeding.
- 27.1.4**      Parties agree that neither party shall be entitled to any claim or compensation for any consequential, indirect or special losses/damages, including loss of profit, loss of production, loss of use, loss of goodwill, loss of reputation, remote damages, loss of business opportunities, loss of employment opportunities, loss of interest including any pre-reference or *pendente-lite* interest, idling costs of men and machinery, prolongation costs etc., on account of any dispute/ claim raised under the contract. Parties agree that claim for any such amount shall not be considered and shall be void.
- 27.1.5**      In case the parties fail to amicably resolve the disputes between them within **60 days** of receipt of Notice of Dispute sent under Clause 27.1.1 above, the following provisions of Clause 27 mentioned below, as applicable, shall follow.

**27.2      Mediation/Conciliation**

**27.2.1      For Disputes above Rs 10 Lakh - through Outside Expert Council (OEC)**

- 27.2.1**      If any dispute between the parties, of or above the value of Rs. 10 lakh, is not resolved within 60 days of receipt of Notice of Dispute, the concerned party may request the other party to refer the said dispute(s) for settlement through mediation / conciliation through an Outside Expert Council (OEC) as per the extant ONGC VIDESH LTD.'s Guidelines on the subject.

- 27.2.1.2** The concerned party shall submit its request for mediation / conciliation on the '**Mediation Portal**' created by ONGC VIDESH LTD. at <https://oec.ONGC Videsh Ltd..co.in>. The procedure and timelines to be followed for the mediation process shall be in accordance with the 'Manual on Mediation through Outside Expert Council' (including any changes thereto) available / uploaded on the aforesaid Mediation Portal.
- 27.3** **Arbitration (not applicable in case of disputes between public sector enterprises)**
- 27.3.1** The provisions under Clause 27.3 of the Contract shall be applicable only for disputes with a claim amount of more than Rs. 25 lakh and less than Rs. 100 crore. For the purposes of determining the applicability of this clause, the claim amount shall include any previous claim(s) referred to Arbitration under the Contract and the value of such cumulative claim(s) shall be restricted to Rs. 100 crore only.
- 27.3.2** In case of failure to resolve a dispute amicably through amicable settlement / mediation / conciliation under the provisions of Clauses 27.1 and 27.2 above, either party may, subject to the provision under Clause 27.3.1 above, refer the said dispute for resolution through Arbitration under the administration of 'India International Arbitration Centre' ("IIAC"), established by an Act of the Parliament, i.e., the India International Arbitration Centre Act, 2019, in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, including any subsequent modifications and amendments thereof, which regulations are deemed to be incorporated by reference in this clause, to the extent these regulations are not inconsistent with this clause.
- 27.3.3** The Arbitration shall be conducted by an Arbitral Tribunal consisting of:
- (i) For claim amount upto Rs. 2 crore, by a Sole Arbitrator, to be appointed by the Chairman, IIAC, in accordance with the IIAC Regulations. It is clarified that only a Retired Judge shall be eligible to be appointed as a Sole Arbitrator under this clause, and
  - (ii) For claim amount above Rs. 2 crore, by a Tribunal of three arbitrators comprised of Retired Judges. Parties to nominate one arbitrator each and the two co-arbitrators shall nominate the presiding arbitrator in accordance with the IIAC Regulations.
- Any arbitrator appointed under sub-clauses (i) and (ii) above that is not a member of the panel of arbitrators maintained by IIAC shall submit a declaration to abide by and conduct the arbitration proceedings in accordance with the IIAC Regulations.
- 27.3.4** The seat of Arbitration shall be at Delhi.

- 27.3.5** Parties further agree that following matters shall not be referred to Arbitration:-
- i. Any claim, difference or dispute relating to, connected with or arising out of ONGC VIDESH LTD.'s decision to initiate proceeding for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor;
  - ii. Any claim, difference or dispute relating to, connected with or arising out of ONGC VIDESH LTD.'s decision under the provisions of Integrity Pact executed between ONGC VIDESH LTD. and the Bidder / Contractor;
  - iii. Any dispute pertaining to insolvency and bankruptcy, property laws.
- 27.3.6** The necessary arrangements for venue of arbitration proceedings, travel and stay of arbitrators, etc. shall be made by the Contractor. The total cost of Arbitration proceedings including all expenses incurred in relation thereto shall be shared equally by the parties.
- 27.4** **Dispute resolution (*in case of disputes between Govt. entities/public sector enterprises*) through AMRCD**
- 27.4.1** The provision under Clause 27.4 is applicable only for settlement of commercial disputes between Central Public Sector Enterprises (**CPSEs**) and Government Department(s)/Organizations(s).
- 27.4.2** Before referring any dispute for adjudication through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), the parties undertake to make all efforts in good faith to resolve their differences/disputes amicably amongst themselves, through respective Internal Committees consisting of authorized officers of each party. If such dispute or difference cannot be resolved mutually between the parties, the same may be referred to the AMRCD. [In this regard, ONGC VIDESH LTD. has set up an Internal Fast-track Resolution Committee (IFRC), which is empowered to negotiate with the concerned CPSEs/Govt. entities for resolving the differences amicably].
- 27.4.3** Subject to the provision under 27.4.2 above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 (as revised time to time) and the decision of AMRCD on the said dispute will be binding on both the parties.

**27.5      Adjudication by Courts**

**27.5.1** Any dispute not resolved or not covered under the provisions of Clauses 27.1, 27.2, 27.3 above may be referred for final adjudication by the court.

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

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

**29.      INTERPRETATION: -**

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

**30.0      ENTIRE AGREEMENT: -**

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

**31.0 PATENT INDEMNITY**

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

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

Such indemnity shall not cover any use of the Items or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Items

or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the CONTRACTOR, pursuant to the Contract.

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

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

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

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

## **32.0 INDEPENDENT CONTRACTOR STATUS:**

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

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

CONTRACTOR shall be responsible for the acts, defaults or negligence of the CONTRACTOR, his agencies, servant or workmen.

### **33.0 EXPORT/RE-EXPORT CONTROL RESTRICTIONS:**

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

### **34.0 INTEGRITY PACT (applicable for tenders above Rs 1 Crores):**

The Integrity pact, duly signed by the authorized official of ONGC VIDESH LTD. and the Contractor, will form part of this contract / supply order.

### **35.0 Limitation of Liability**

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

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

**36. Submission of forged documents:**

Bidders should note that ONGC VIDESH LTD. may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/PO execution etc., if it is established *prima facie* with reasonable grounds that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, ONGC VIDESH LTD. shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

Further, actions as per ONGC VIDESH LTD.'s 'Policy for Banning/ provisional Suspension of Business dealings with erring Firms' shall be taken against the Supplier.

Aforesaid policy is available at ONGC VIDESH LTD. portals <https://tenders.ONGC Videsh Ltd..co.in> and <https://ONGC Videsh Ltd.india.com>.

**37. Consideration of representations on post contract issues submitted by the bidders to Independent External Monitors (IEMs)**  
(Applicable for all tenders valuing above Rs. 1 Crore where IP is applicable.)

The bidders may raise disputes / complaints, if any, either with the designated Competent Purchase Authority (CPA) in ONGC VIDESH LTD. or with concerned Director of ONGC VIDESH LTD. or directly with the IEM c/o Chief Vigilance Officer, ONGC VIDESH LTD., Deendayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070.

However, Bidders should note that IEMs would consider only those representations on post contract issues wherein there is an alleged violation of provisions of IP. Hence, bidders should not refer those post contract issues to IEMs for resolution, for which dispute resolution mechanism has already been defined in the contract conditions. The post contract issues pertaining to alleged violation of provisions of IP, if any, should only be referred to IEMs.

Note: The name and e-mail IDs of the IEMs appointed in ONGC VIDESH LTD. are as under:

1. Shri Vijay Kumar Singh, IPS (Retd.) (dated 27.07.2023)  
[vijaysinghs10@gmail.com](mailto:vijaysinghs10@gmail.com)
2. Sh. Arvinda Kumar, IPS(Retd.), Former Vigilance Commissioner (arvindak@gmail.com in) (dated 22.01.2025)
3. Smt. Seema Bahuguna, Retd. IAS, Former Secretary DPE (bahugunaseema@gmail.com) (dated 14.10.2025)

Bidders should not send pre bid queries/clarifications or any other tender related queries to IEMs.

**38. Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System(TReDS) platform:**

Based on the initiatives of government of India to help MSME vendors get immediate access to liquid fund based on Buyers (i.e. ONGC VIDESH LTD.'s) credit rating by discounting MSMEs trade receivables through an auction mechanism where multiple financers can participate and bid, ONGC VIDESH LTD. has registered itself on TReDS platform with M/s RXIL, M/s MYND Solution (M1Xchange), M/s A TREDs Ltd. (Invoice Mart) and C2FO (C2treds). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting/ electronic factoring services on TReDS platform and following the procedures defined therein, provided ONGC VIDESH LTD. is also participating in such TReDS Platform as a Buyer. Such exchanges with participation of ONGC VIDESH LTD. will be notified from time to time. Currently the exchanges are M/s RXIL, M/s MYND Solution (M1Xchange), M/s A TREDs Ltd. (Invoice Mart) and C2FO (C2treds).

1. MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
2. MSE Vendor hereby agrees to indemnify, hold harmless and keep ONGC VIDESH LTD. and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
3. ONGC VIDESH LTD. shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

**Note:**

- (i) Buyer means ONGC VIDESH LTD. who has placed NOA/Purchase Order/Contract on a MSE Vendor (Seller).
- (ii) Seller means a MSE vendor, who has been awarded NOA/Purchase Order/Contract by the ONGC VIDESH LTD. (Buyer).

(Circular No. 39 dated 28.08.2020)

39. In case, certificate submitted by the supplier during tendering stage with regard to "Guidelines for eligibility of a 'Bidder from a Country which shares a land border with India'" as mentioned under Instruction to Bidder of Tender document, is found to be false, then their contract shall be terminated and Security deposit shall be forfeited.

**39. APPLICABLE FOR DEVELOPMENT ORDERS (Applicable for Oil Field Services):**

**40. 'Policy for Banning/ provisional Suspension of Business dealings with erring Firms':** ONGC VIDESH LTD.'s 'Policy for Banning/ provisional Suspension of Business dealings with erring Firms' as available at ONGC VIDESH LTD. portals <https://tenders.ONGC Videsh Ltd..co.in> and <https://ONGC Videsh Ltd.india.com>, is applicable for Banning /provisional suspension of firms. The action as per aforesaid policy shall be taken against the firm/bidder/supplier/contractor in case of breach/default/transgression as stipulated in the policy.

**41. 'Public Procurement (Preference to Make in India) (PPP-MII), Order 2017" dated 19.07.2024 issued by Department for Promotion of Industry and Internal Trade, GoI (as amended from time to time) :**

All terms and conditions of Revised 'Public Procurement (Preference to Make in India) (PPP-MII), Order 2017" dated 19.07.2024 (as amended from time to time) issued by Department for Promotion of Industry and Internal Trade (DPIIT), GoI shall be applicable as per relevant clause in Instructions to Bidders (Annexure-I) of Tender document. (read with MoPNG O.M. No. FP-20013/2/2017-FP-PNG-Part(4)(E-41432) dated 26.04.2022 & 26.03.2024, 20013/2/2017-FP-PNG-Part(I) (E-36682) dated 11.07.2023 and FP-20013/24/2017-FP-PNG(E-17013) dated 21.08.2024 (as amended))

**(Work Centre to attach relevant ITB clause with PO/Contract, wherever required)**

**42. Bidder to check constraints/restrictions for obtaining Bank Guarantee or Currency of payment from a Company which is in the FATF Black/Grey list or under any other international sanction which restrict scheduled bank registered with RBI in India to release payments in the currency or to issue BG on behalf of such Supporting Company. Bidder shall be solely responsible for consequences (including but not limited to termination of contract) if they take support from such firm or quoted currency in ICB tenders.**

**43. Preference to interns trained in ONGC VIDESH LTD. under Prime Minister Internship Scheme (PMIS) (applicable for contracts where hiring of Personnel is involved):**

Contractor to give preference for the engagement of interns trained in ONGC VIDESH LTD. under Prime Minister Internship Scheme (PMIS) who have proficiency certificate (issued by ONGC VIDESH LTD.) towards execution of the contract for benefitting from their prior exposure to operation of oil & gas field equipments/ safety norms/ conditions etc.

**Proforma of Electronic Bank Guarantee (e-BG) /SFMS Bank  
Guarantee(SFMS BG) towards Performance Security**

**PERFORMANCE GUARANTEE**

Ref. No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_  
Dated \_\_\_\_\_

To,

ONGC Videsh Ltd

\_\_\_\_\_

India

Dear Sirs,

1. In consideration of ONGC Videsh Ltd, incorporated under the Companies Act, 1956, having its Registered Office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mendela Marg, Vasant Kunj, New Delhi - 110070, India and one of its offices at \_\_\_\_\_ (hereinafter referred to as 'ONGC VIDESH LTD.', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ONGC VIDESH LTD. having agreed that the CONTRACTOR shall furnish to ONGC VIDESH LTD. a performance guarantee for Indian Rupees/US\$ ..... for the faithful performance of the entire CONTRACT.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by ONGC VIDESH LTD. 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 LTD. in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

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

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

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of ONGC VIDESH LTD. under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till ONGC VIDESH LTD. 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 LTD. or that of the CONTRACTOR.

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

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive

jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

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

All Claims of ONGC VIDESH LTD. (beneficiary) against this Bank Guarantee, shall be remitted by the .....(Bank's name to be inserted) to the following account of ONGC VIDESH LTD. only through electronic transfer of funds, unless otherwise specifically communicated by ONGC VIDESH LTD.:.

**(Beneficiary Account details for e-BG only)**

Beneficiary Account Name	
Bank Name	
Branch	
Branch Code	
Bank Account No	
IFSC Code	
SWIFT Code	
Account Type	

**(Beneficiary Account details for encashment of SFMS BG as well as for messaging BG advice in the form of message format 760 COV via SFMS):**

- 1) Beneficiary Account Name: ONGC Videsh td
- 2) Bank Name: State Bank of India
- 3) Bank Account Number:.....

IFSC Code

For foreign currency Bank Guarantee, detail of Nostro Account as under to be indicated additionally for respective currency.

Through State Bank of India Nostro Account:

NAME OF BANKS	CURRENCY	A/C NUMBER	SWIFT BIC
SBI Frankfurt	EUR	52607101120001	SBINDEFF
SBI London	GBP	35601	SBINGB2L
SBI Tokyo	JPY	10177001220001	SBINJPJT
SBI New York	USD	77600125220002	SBINUS33

Any claim under this Guarantee must be received by us on or before \_\_\_\_\_ (Indicate date of expiry of claim period which includes minimum one month period from the expiry of this Bank Guarantee). If no such claim has been received by us by the said date, the rights of ONGC VIDESH LTD. 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 LTD. 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)	----- (Signature)
Full name and official address (in legible letters)	Full name, designation and official address (in legible letters) with Bank stamp.
	Attorney as per Power of Attorney No..... Dated .....
WITNESS NO. 2	
----- (Signature)	
Full name and official address (in legible letters)	

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to ..... (insert the address of the tender inviting work centre) only.

- (ii) Bank guarantee, duly executed as per the above format, is to be enclosed with the offer
- (iii) Witness signature and Witness details shall not be required in e-BG. Official address, Bank stamp etc. shall also not be required in case of e- BG.

## INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Electronic Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable at the place from where the CONTRACT has been placed. The non-judicial stamp paper /franking receipt should be either in name of the issuing bank or the contractor.
2. Foreign parties are requested to execute bank guarantee as per law in their country.
3. Foreign bidders will give guarantee either in the currency of the offer or US \$ (US Dollar) i.e. Indian Rs/US \$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S.\$, indicate the relevant currency of the offer.
4. The expiry date as mentioned in clause 9 should be arrived at by adding 120 days (for foreign bidders) / 90 days (for Indian bidders) to the CONTRACT completion date unless otherwise specified in the bidding documents.
5. The bidders will give Electronic Bank Guarantee(e-BG) / SFMS Bank Guarantee(SFMS BG) from any of the following categories of Banks:
  - (a) Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India.

OR
  - (b) Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

OR

- (c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
6. For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of ONGC VIDESH LTD. (Beneficiary) are as under:

(xxi)	PAN	
(xxii)	Name	
(xxiii)	Date of Incorporation	
(xxiv)	Email ID	
(xxv)	Contact No.	
(xxvi)	Legal Constitution	
(xxvii)	Registered office address	
(xxviii)	Registered office address Pin code	

(xxix)	Communication address	
(xxx)	Communication Address Pin code	

7. For SFMS BG, interalia also refer to Clause 10.0

Note: The above instructions are also applicable for the other Bank Guarantees (such as Performance security by Supporting Company/Ultimate controlling company, Bank Guarantee towards release of LD etc.)

## Appendix – 1A

### Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Performance Security (For Indian Bidders)

Ref. No. \_\_\_\_\_

**Insurance Surety Bond No** \_\_\_\_\_

Dated \_\_\_\_\_

To,

Oil & Natural Gas Corporation

India

Dear Sirs,

1. In consideration of ONGC Videsh Limited, incorporated under the Companies Act, 1956, having its Registered Office at Deen Dayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070, India and one of its offices at \_\_\_\_\_ (hereinafter referred to as 'ONGC VIDESH LTD.', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ONGC VIDESH LTD. having agreed that the Contractor shall furnish to ONGC VIDESH LTD. a performance guarantee (**Unconditional Insurance Surety Bond**) for Indian Rupees/US\$..... for the faithful performance of the entire contract.

2. We (**name of Indian Insurance Company**) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ and registered with **Insurance Regulatory and Development Authority of India(IRDALI)** (hereinafter referred to as "the Insurer", 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 (**through email or registered post or speed post or courier**) any /all moneys to the extent of Indian Rs.-(in figures) \_\_\_\_\_ (Indian Rupees(in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by ONGC VIDESH LTD.

on the **Insurer** by serving a written notice shall be conclusive and binding, without any proof, on the **Insurer** 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 (**Insurance Surety**) herein contained shall be **unconditional and irrevocable** and shall continue to be enforceable until it is discharged by ONGC VIDESH LTD. in writing. This guarantee (**Insurance Surety**) shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the **Insurer**.

3. The **Insurer** also agrees that ONGC VIDESH LTD. at its option shall be entitled to enforce this Guarantee (**Unconditional Insurance Surety Bond**) against the **Insurer** in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that ONGC VIDESH LTD. may have in relation to the Contractor's liabilities.

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

5. The **Insurer** 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 LTD. under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till ONGC VIDESH LTD. discharges this **Insurance Surety Bond** in writing, whichever is earlier.

6. This **Insurance Surety Bond** shall not be discharged by any change in our constitution, in the constitution of ONGC VIDESH LTD. or that of the Contractor.

7. The **Insurer** confirms that this guarantee has been issued with observance of appropriate laws of the country of issue **ie. India**.

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

9. Notwithstanding anything contained hereinabove, our liability under this **Insurance Surety Bond** 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 **Insurance Surety Bond**) \_\_\_\_\_.

10. All Claims of ONGC VIDESH LTD. (beneficiary) against this **Insurance Surety Bond**, shall be remitted by the .....(Insurer's name to be inserted) to the following account of ONGC VIDESH LTD. only through electronic transfer of funds, unless otherwise specifically communicated by ONGC VIDESH LTD.:

**(Concerned Work Center to specify following ONGC VIDESH LTD.'s account details of their Work Centre for for encashment of Insurance Surety Bond):**

- 1) Beneficiary Account Name: ONGC Videsh td
- 2) Bank Name: State Bank of India
- 3) Bank Account Number:.....
- 4) IFSC Code:.....

11. Any claim under this **Insurance Surety Bond** must be received by us on or before \_\_\_\_\_ (Indicate date of expiry of claim period which includes minimum one month period from the the expiry of this **Insurance Surety Bond**). If no such claim has been received by us on or before the said date, the rights of ONGC VIDESH LTD. under this **Insurance Surety Bond** will cease. However, if such a claim has been received by Insurer on or before the said date, all the rights of ONGC VIDESH LTD. under this **Insurance Surety Bond** shall be valid and shall not cease until Insurer has satisfied that claim.

12. The Insurer hereby agrees to waive rights of subrogation against ONGC VIDESH LTD. and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

In witness whereof, the **Insurer**, through its authorised officer, has set its hand and stamp on this ..... day of ..... at .....

-----  
(Signature)

Full name, designation and official address (in legible letters) with **Insurer's** stamp.

Dated .....

**Note:**

- (i) *This Insurance Surety Bond/all further communications relating to the Insurance Surety Bond should be forwarded to ..... (Insert the address of the tender inviting work centre) only.*

INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY  
BOND TOWARDS PERFORMANCE GUARANTEE

- 1. The Unconditional Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI).**
- 2. The Insurance Surety Bond by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the Contractor. Insurance Surety Bond is not applicable for Foreign Bidders.**
- 4. Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Performance Security/ Security Deposit in Indian Currency only.**
- 5. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days (for Indian bidders) to the contract completion date, unless otherwise specified in the bidding documents.**
- 6. The expiry of claim period as mentioned in clause 11 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.**
- 7. A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond.**
- 8. Matter to be mentioned in covering letter to be submitted by vendor along with insurance surety bond**

10	<b>Insurance Surety Bond No</b>	:	
11	<b>Date of execution of Insurance Surety Bond</b>	:	
12	<b>Expiry date of Insurance Surety bond</b>	:	
13	<b>Expiry date of claim period of Insurance Surety</b>	:	
14	<b>Vendor Name / Vendor Code</b>	:	<b>Name</b>

		<b>Vendor Code</b>	
15	<b>Insurance Surety Bond Amount</b>	:	
16	<b>Tender No</b>	:	
17	<b>Nature of Insurance Surety Bond</b>	:	<b>Earnest Money Deposit</b>
18	<b>Insurer Details</b>		
	<b>A</b>	<b>Insurer Name</b>	:
	<b>A</b>	<b>Address</b>	:
	<b>B</b>	<b>Email Id</b>	:
	<b>C</b>	<b>Phone No</b>	:

## **BEC for Hiring of Internal Auditors for term FYs 2026-27, 2027-28 and 2028-29**

<b>Sl. No.</b>	<b>BEC</b>
	<p><b>A. Vital criteria for acceptance of bids: -</b></p> <p>Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, sought if any, to the tender conditions, bidders should convey the same in writing to ONGC Videsh within the cut-off date mentioned in the Invitation to Bid (ITB). ONGC Videsh after processing such requests, may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.</p> <p>However, during evaluation of bids, ONGC Videsh may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.</p>
	<p><b>B. REJECTION CRITERIA</b></p> <p><b>B.1 TECHNICAL REJECTION CRITERIA</b></p> <p>The following vital technical conditions should be strictly complied with failing which the bid may be rejected:</p> <p>1.0 Bid should be complete and covering the entire scope of work indicated in the bid documents, duly supported with contract execution methodology. Incomplete, conditional and non-conforming bids may be rejected outright.</p>

	<p><b>2 ELIGIBILITY AND EXPERIENCE OF THE BIDDER</b></p>
	<p><b>2.1</b> The Bidder (<u>i.e. Single Bidder / Indian Joint Venture Company incorporated</u>) should be an audit firm/body corporate legally permitted to work as Internal Auditor to ONGC Videsh Limited as per Indian Law. Bidder should submit an undertaking to this effect and their registration number/CIN in India along with the techno-commercial bid.</p>
	<p><b>2.2</b> Bidder may submit bid for complete scope of work of the tender or only for Part-I of the Scope of Work. Bidder should submit an undertaking along with the techno-commercial bid that they do not have any conflict of interest for the quoted Scope of Work and shall ensure the same during the entire contract period if contract is awarded to the bidder. Conflict of interest will be considered in case the bidder has been engaged as a statutory auditor in any of the subsidiaries or joint venture projects of ONGC Videsh Ltd. covered under Part-I of Scope of Work or in MECL/PIVSA for Part-II of Scope of Work.</p>
	<p><b>2.3</b> Bidder should have global presence having local office/tie-up in Russia, South Sudan, Azerbaijan, Brazil, Colombia, The Netherlands, Myanmar, Venezuela, Mozambique, USA, Vietnam, Singapore, and Abu Dhabi. It should also have presence in National Capital Region/Delhi, and Ahmedabad India.</p> <p>For Russia, if tie up is not possible due to US/EU sanction, the bidder has to give undertaking that on removal of US/EU sanction on Russia and as normalcy prevails, the bidder would arrange tie up as required in the clause</p> <p>In case the bidder is submitting bid also for Part-II of the Scope of Work i.e. for internal audit of MECL and PIVSA, then, bidder should have local office/tie-ups in Colombia &amp; Venezuela.</p>

	<p>The bidder should submit details in this regard in their techno commercial bid in following tabular format:</p> <table border="1"> <thead> <tr> <th>Sl</th><th>Count ry</th><th>Type of presence (Office or tie-up)</th><th>Brief Details</th><th>Details of document attached as proof</th><th>Details of document attached as proof</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p>The bidder should also submit an undertaking that the local office/tieups shall be kept in existence in all the above countries during the entire duration of the contract in case of award of contract by ONGC Videsh.</p>						Sl	Count ry	Type of presence (Office or tie-up)	Brief Details	Details of document attached as proof	Details of document attached as proof																		
Sl	Count ry	Type of presence (Office or tie-up)	Brief Details	Details of document attached as proof	Details of document attached as proof																									
	<p><b>2.4</b> Bidder should have carried out minimum one financial Audit (statutory/ internal) covering any Oil &amp; Gas Company(ies) having a turnover of minimum Rs. 5,000 Crore or its equivalent in the financial year of the audit assignment and which have been completed during the last three years reckoned from the date of techno-commercial bid opening of the tender. Any audit firm who had carried out internal audit of ONGC Videsh Ltd. for two consecutive terms (Four Financial Years) would not be eligible to bid for the third term (Three Financial Years) but would be eligible thereafter</p> <p>In case the turnover of the client is in foreign currency, the same shall be converted to INR for evaluation purposes at the SBI BC Selling Rate for that foreign currency into INR prevailing on the last date of the particular financial year.</p>																													



	<p><b>2.5</b> The Audit team should consist of suitable members with qualified finance professionals from India and having qualification of CA/ICWA. The audit team should mandatorily have at least one finance member from the respective country of audit having the knowledge of local languages besides the English language; and at least one audit member having SAP certification (preferably in MM/FI module) for audit at the corporate office. The lead audit member should be from India having an experience of at least 10 years in any Oil and Gas Company and other audit members should have an experience of at least 5 years in Oil and Gas Company. If needed, the core Audit Team may be provided access to a technical expert in upstream oil and gas industry with sufficient experience. For Internal Audit of corporate Office there should be minimum number of 3 Auditor and one team lead. The minimum number of audit team members for each entity would be as follows:</p>						
	<table border="1"> <thead> <tr> <th><b>Subsidiary/ Office</b></th><th><b>Minimum number of members</b></th></tr> </thead> <tbody> <tr> <td>Imperial Energy (Tomsk and Moscow, Russia)</td><td>Two including local finance member having the knowledge of local language besides the English language.</td></tr> <tr> <td>ONGC Nile Ganga B.V. (Amsterdam, Netherlands )</td><td>Two including local finance member having the knowledge of local language besides the English language.</td></tr> </tbody> </table>	<b>Subsidiary/ Office</b>	<b>Minimum number of members</b>	Imperial Energy (Tomsk and Moscow, Russia)	Two including local finance member having the knowledge of local language besides the English language.	ONGC Nile Ganga B.V. (Amsterdam, Netherlands )	Two including local finance member having the knowledge of local language besides the English language.
<b>Subsidiary/ Office</b>	<b>Minimum number of members</b>						
Imperial Energy (Tomsk and Moscow, Russia)	Two including local finance member having the knowledge of local language besides the English language.						
ONGC Nile Ganga B.V. (Amsterdam, Netherlands )	Two including local finance member having the knowledge of local language besides the English language.						

	ONGC Campos Ltda., Rio, Brazil	Two including local finance member having the knowledge of local language besides the English language.	
	Baku, Azerbaijan	Two including local finance member having the knowledge of local language besides the English language.	
	Yuzhno Sakhalinsk, Russia	Two including local finance member having the knowledge of local language besides the English language.	
	Bogota, Colombia	Two including local finance member having the knowledge of local language besides the English language.	
	Caracas/Puert la Cruz (Venezuela)	Two including local finance member having the knowledge of local language besides the English language.	
	Houston (USA)	Two including local finance member having the knowledge of English language.	
	Juba (South Sudan)	Two including local finance member having the knowledge of local language besides the English language.	

	Ho Chi Minh City (Vietnam)	Two including local finance member having the knowledge of local language besides the English language.	
	Myanmar	Two including local finance member having the knowledge of local language besides the English language.	
	Mozambique	Two including local finance member having the knowledge of local language besides the English language.	
	Singapore	Two including local finance member having the knowledge of English language.	
	Abu Dhabi	Two including local finance member having the knowledge of local language besides the English language.	
	OOIL, Gujarat	Two including local finance member having the knowledge of English language.	
	<p>To this effect, Bidders should submit followings in their techno-commercial bid:</p> <p><b>(a)</b> Details of the Team Lead and Core Team members as per following format along with CVs of the individuals:</p>		

	Name of member	Qualifications & certifications	Total years of working experience	Number of years of experience in Oil & Gas Company	Role of the person in the proposed assignment	
	<p><b>(b)</b>An undertaking that bidder shall ensure deployment of adequate number of audit team members having required qualification and minimum experience with reasonable mix of specialized backgrounds essential to complete the assignment of this size and nature.</p>					
	<p><b>(c)</b>A confirmation that the team lead and other core team members proposed along with bid by the bidder shall be associated with the said assignment throughout the duration of the assignment and in case of replacement of a member due to any reason, the bidder shall immediately deploy substitute member having qualification and experience as per the tender requirement with prior consent of ONGC Videsh. The bidder, after opening of the bid, shall not modify the list of offered personnel without the consent of ONGC Videsh. ONGC Videsh shall reserve the right to not accept any or all personnel, if found unsuitable in the opinion of ONGC Videsh. In all cases, suitable replacement will be provided without any additional cost to ONGC Videsh. ONGC Videsh may ask the bidder to re-offer against such unacceptable personnel without any cost escalation. Resume should be attached in a separate Appendix.</p>					

	<p><b>2.6 Performance Evaluation:</b></p> <p>Performance of outsourced Internal Audit shall be evaluated based on (i) Timely completion of Audit Plan, (ii) Audit Scope completion, (iii) Quality of audit, (iv) System Improvements &amp; value addition, and (v) Settlement of audit findings.</p>
	<p><b>3.0</b> In case the bidder is an Incorporated Indian Joint Venture Company, registered in India and incorporated under the Companies Act 1956 and any amendments there under, then the technical experience criteria laid down in the Technical BEC should be met as under:</p>
	<p><b>(i)</b> The Joint Venture Company by itself should meet the experience criteria or</p>
	<p><b>(ii)</b> The Joint Venture Partner (who can be either a Indian or a foreign company) having a stake of at least 26% in the Joint Venture Company should meet the technical experience criteria stipulated in the tender on its own and cannot rely on any other arrangement such as Consortium or Supporting Company of the JV Partner for meeting the technical experience criteria. Documentary evidence in support of the above should be submitted along with the techno-commercial bid.</p> <p><b>(iii)</b> In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating they shall maintain minimum 26% shareholding in the JV till the execution of the contract</p>

	<p><b>4.0</b> Details of experience and past performance of the bidder and incorporated joint venture partner (in case of a joint venture), on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at para 2.0 above.</p>
	<p><b>5.0</b> Indian companies/ Joint Venture companies(Incorporated JV):- Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lumpsum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt approval, on their application submitted to SIA, prior to the date price bid opening.</p>
	<p><b>6.0</b> Bidders, who have successfully executed development order for internal auditing services placed by ONGC/OIL pursuant to issuance of certificate in this regard shall be considered as proven source for the providing these services and in that case documents for satisfying BEC Clause 2.4 are not required to be submitted. However, such bidders shall submit the certificate towards satisfactory execution of development order pursuant to successful field trial testing along with the techno-commercial bid. For Development Order issued by ONGC after 02.12.2020, such certificate should have been issued by Head INDEG only.</p>
	<p><b>Price Evaluation Criteria:</b></p>
	<p>1.0      Evaluation of bids: -</p> <p>1.1      The bids shall be compared based on the “Total price quoted inclusive of all taxes &amp; duties” in GeM portal as per the Price</p>

	<p>Format for Part-I of scope of work.</p> <p>1.2 Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable on the scheduled closing date of submission of Bids and ONGC Videsh would not undertake any responsibility whatsoever in this regard.</p> <p>Accordingly, bidders should quote the prices, clearly indicating the applicable rate of GST / description of service as per GST rules (under which the respective service is covered), Service Accounting Code, along with all other taxes and duties applicable.</p> <p>Bidder should note that for Part-I of the SoW, contract award/ billing/ payment will be done by ONGC Videsh, New Delhi.</p> <p>For Part – II of the SoW, contract award/ billing/ payment will be done directly by MECL and PIVSA.</p> <p>Total price inclusive of GST as applicable shall be taken for evaluation for Part-I.</p> <p>Total Price excluding Indian GST will be considered for evaluation for Part-II of scope of work as the contract will be awarded and payments will be made by foreign entities, i.e. MECL and PIVSA respectively.</p> <p>In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST and also provisions of change in law will not apply.</p> <p>GST and Customs Duty if any applicable, on input services /capital goods/inputs required to meet the scope of work will be borne by the bidder within their quoted prices.</p> <p>The bidder must avail eligible input tax credit of GST and Customs Duty paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to ONGC Videsh by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.</p> <p>GST and Customs Duty if any applicable, on input services /capital goods/inputs required to meet the scope of work will be borne by the Bidder within their quoted prices. The bidder must avail eligible input tax credit of GST and Customs Duty paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to ONGC by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.</p>
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- 1.3 As GST is being taken into account for the purpose of evaluation of bids, then the rate of GST as prevailing on the date of bid closing will be taken into consideration for the propose of evaluation of bids. However, if there is any change in the rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of bidders, then the bidder who has emerged lowest based on the rate of GST as prevailing on the date of bid closing would be considered for award of contract but subject to matching his prices with the bidder who has emerged lowest as a result of modification in GST. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to change in GST rate.
- 1.4 **PURCHASE PREFERENCE POLICY (IES):** Tendered services in instant case are not-split table. Hence contract will be awarded to one bidder only.
- 1.4.1 **PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES POSSESSING VALID UDYAM REGISTRATION CERTIFICATE AS NOTIFIED VIDE GAZETTE NOTIFICATION NO. S.O. 2119(E) DATED 26.06.2020 AND FAQs ON THE POLICY (AS AMENDED) ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES**
- In case participating MSEs quote price within price band of L1+15%, such MSE shall be awarded contract for 100% quantity of respective item by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 1.4.2 **Bidders to comply Revised 'Public Procurement {Preference to Make in India) (PPP-MII), Order 2017" dated 19.07.2024 issued by Department for Promotion of Industry and Internal Trade, Government of India (as amended from time to time) applicable in this tender (read with MoPNG O.M. No. FP20013/2/2017-FP-PNG-Part(4 )(E-41432) dated 26.04.2022 & 26.03.2024, 20013/2/2017-FP-PNGPart(I) (E-36682) dated 11.07.2023 and FP-20013/24/2017-FP-PNG(E-17013) dated 21.08.2024 (as amended))**
- 1.4.3. **Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017**
- The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be governed as per provisions of DoE O.M. No. F.1/4/2021-PPD dated 18.05.2023.