



TENDER DOCUMENT

for

**HIRING OF INTERNAL AUDITORS FOR ONGC VIDESH
LIMITED FOR FY 2018-19 & 2019-20**

TENDER NO.

**OVL/DLH/MM/INTERNAL AUDITOR/1327/2017-18/ OA4PC18010
(Through e-procurement system)**

**ONGC VIDESH LIMITED
NEW DELHI**



ONGC VIDESH LIMITED
COMMERCIAL DEPARTMENT
 3RD FLOOR, B WING, DEEN DAYAL URJA BHAWAN,
 5, NELSON MANDELA MARG,
 NEW DELHI-110 070
 PHONE: +91 11 26753342 / 3308 FAX: +91 11 26129345 / 9346

No: OVL/DLH/MM/INTERNAL AUDITOR/1327/2017-18/ OA4PC18010 Date: 02.07.2018

INVITATION TO BID - INDIGENOUS (OPEN TENDER)

To,

Subject: Hiring of Internal Auditors for ONGC Videsh Limited for FY 2018-19 & 2019-20

ONGC Videsh invites Bids under "Two Bid System" for Hiring of Internal Auditors for ONGC Videsh Limited for FY 2018-19 & 2019-20 through the e-procurement portal <https://eprocure.gov.in>. The bidding documents along with the prescribed bid forms and proforma are available in this tender document which can be downloaded from the aforesaid e-procurement website.

1.0 The details of the tender are as under:

1.	Tender Number	OVL/DLH/MM/INTERNAL AUDITOR/1327/2017-18/ OA4PC18010
2.	Description	Hiring of Internal Auditors for ONGC Videsh Limited for FY 2018-19 & 2019-20
3.	Type & Quantum of Job	Refer Scope of Work at Annexure-III
4.	Type of Tender	Indigenous Open Tender
5.	Bidding System	Two Bid System
6.	Contract Period	2 years
7.	Start date/time for download of bid documents from portal	3rd July, 2018 at 09:30 Hrs (IST)
8.	Last date for receipt of queries from bidders	12th July, 2018 The queries may be sent directly to the concerned officer at Email: pankaj_malik@ongcvidesh.in ; mk_das@ongcvidesh.in , 3 rd Floor, B Wing, Deen Dayal Urja Bhawan, 5 Nelson Mandela Marg, New Delhi-110070. Fax No: (91) 11 26129345/ 9346
9.	Tender Closing Date and Time (for submission of bid)	(i) Online submission: From 16th July, 2018, 12:00 Hrs to 23rd July, 2018, 14:00 Hrs (IST) (ii) Physical document (EMD in Original): On or before 23rd July, 2018, 14:00 Hrs (IST)

10.	Submission of bids:	(i) On-line bids : Through e-procurement portal https://eprocure.gov.in (ii) Physical document : MM Department, 3 rd Floor, B Wing, Deen Dayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India
11.	Name of Tender Receiving Officer (Physical documents):	Shri Pankaj Malik, Sr. MMO Contact No.: +91-11-26753412
12.	Tender Opening Date, Time and Venue (techno-commercial bid)	24th July, 2018 at 15:00 Hrs (IST) In the office of Head Commercial, 3 rd Floor, B Wing, Deen Dayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India
13.	Price bid opening date & time	Shall be intimated to all shortlisted bidders.
14.	Bid validity up to	90 days from the date of opening of techno-commercial Bid.
15.	Bid Security/ Earnest Money Deposit (EMD)	EMD for Part – I of Scope of Work – Rs. 5,73,400 and for Part – II of Scope of Work – Rs. 1,26,880 to be submitted along with the techno-commercial bids either by way of Demand Draft in the name of ONGC Videsh Ltd. payable at Delhi or in the form of Bid Bond (Bank Guarantee) on Non-judicial Stamp Paper of requisite value as per prescribed format at Appendix-4 of Annexure-I, valid for 30 days beyond the validity of bid. Bidders quoting for both the parts shall be advised to submit EMDs separately. For Part-II, in case of submission of Bid Bond, the validity of the bank guarantee should be 6 months or more from the closing date of submission of bids considering the time likely to be taken by the subsidiaries to process/issue contract after their internal process.
16.	Security Deposit / Performance Bank Guarantee/ Contract Security	For Part-I: 12.2% of the average of Annual Contract values for 1 st & 2 nd years to be submitted within 15 days from the date of LOA. PBG should be valid for minimum 60 days beyond the contract period. For Part-II: 10% of the Contract value to be submitted to the respective subsidiary within 15 days from the date of issue of formal engagement letter by the subsidiary. [Indian GST will not be applicable on the standard SD amount for Part-II to be awarded separately by overseas subsidiaries]
17.	Correspondence Address	Head-Commercial, ONGC Videsh Limited, 3 rd Floor, B Wing, Deen Dayal Urja Bhawan, 5 Nelson Mandela Marg, New Delhi-110070, India. Fax No: (91) 11 26129345/9346 Tel. No: (91) 11 26753412 / 3342 / 3308 Email: pankaj_malik@ongcvidesh.in; mk_das@ongcvidesh.in

2.0 The tender will be governed by the following:

- (i) "Instructions to Bidders" and "Model Contract & General Contract Conditions" provided at **Annexure-I** and **Annexure-II** of the Tender Document respectively.
- (ii) Scope of Work along with Special conditions of contract provided at **Annexure-III** of the Tender document,
- (iii) Bid Evaluation Criteria (BEC) (**Annexure-IV**),
- (iv) Bid Matrix (**Annexure-V**)
- (v) Price Bid Format & Bidder Response Sheet at (**Annexure-VI**) of the Tender document.
- (vi) Integrity Pact (**Annexure –VII**).
- (vii) Prescribed Bid forms in the tender document.

Offers not accompanied with prescribed bid security will be ignored straightway.

3.0 The bidder should download the document from the e-procurement portal <https://eprocure.gov.in> or ONGC Videsh website www.ongcvidesh.com within the time specified for tender closing date for participating in the tender.

All the bidders shall have access to online help document/tool kit which is available on the e-procurement portal. This help document/tool kit should be used by them for participating in e-procurement tenders.

Prospective bidders who intend to participate in the e-tenders can logon to e-procurement portal with Guest login and view the Tender Document.

4.0 **Two Bid System** shall be followed for this tender. Bidders should take due care to submit bids in accordance with the requirement in the e-procurement portal. Bid Evaluation Criteria at **Annexure-IV** of the Bidding Document shall be the basis for evaluation of tenders.

5.0 Please note that all tender forms and supporting documents are to be submitted through the e-procurement portal (<https://eprocure.gov.in>) only, before the scheduled date and time for the tender closing. The documents required in physical form (as indicated in the Bid Evaluation Criteria), should be submitted in a sealed envelope super scribed as "Physical documents against e-procurement Tender Number OA4PC18008.

6.0 Bidder should fill the requisite appendices/ annexures / undertakings and upload the same along with supporting documents of its techno-commercial bid in the '**Technical cover**' of this tender on the e-procurement portal.

7.0 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company. Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a

folder and then digitally signed. Necessary letter of authorization to sign the bid should be submitted along with the techno-commercial bid.

- 8.0 Bidders intending to send Physical Documents by post may send the same under registered post/speed post/courier so as to reach the designated place well before closing time and date. However, ONGC Videsh accepts no responsibility for Physical documents received after the due time and date.
- 9.0 For other details of this tender including corrigendum if any, please logon to ONGC Videsh web site www.ongcvidesh.com/tenders and <https://eprocure.gov.in> for e-bid). In case of exigencies, ONGC Videsh at its option may decide to issue corrigendum to the tender documents/ amendments to the tender document / extend Pre Bid date/Techno-commercial bid closing /opening date/time in future which will be posted on the above referred website for information.

Bidders should regularly visit the above referred website for corrigendum / amendments, if any, issued and in their own interest ensure downloading of all such corrigendum / amendment (s), issued against the tender.

Bidder shall solely be responsible for ensuring that their bid has been submitted after taking due consideration of all corrigendum / amendment issued / uploaded in the above referred website.

- 10.0 In case of an unscheduled holiday being declared in Delhi on the prescribed closing / opening day of the tender, the next working day will be treated as the scheduled prescribed day of closing / opening of the tender.
- 11.0 ONGC Videsh reserves its right to accept/reject any/all the bids and cancel the tender at its sole discretion.
- 12.0 The bidder(s) can submit representation(s) if any, in connection with the processing of the tender directly only to the Competent Purchase Authority (CPA) i.e. **Director (Finance), ONGC VIDESH LTD., 5th Floor, B Wing, DUB, 5 Nelson Mandela Marg, New Delhi-1100708/ OA4PC18010.**

Yours' Sincerely,

(Pankaj Malik)
For Head-Commercial
ONGC VIDESH LIMITED, Delhi

INSTRUCTIONS TO BIDDERS

A: INTRODUCTION

1. **Eligibility and experience of the bidder:-** Refer Bid Evaluation Criteria (BEC) clause B.1.2 at Annexure IV.
2. **Tender Fee - Nil**
3. **TRANSFER OF BIDDING DOCUMENT**
The Bidding document is not transferable.
4. **COST OF BIDDING**
 - 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the ONGC VIDESH will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B: THE BIDDING DOCUMENT

5. **CONTENT OF BIDDING DOCUMENTS**

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

ANNEXURE I : Instructions to Bidders with following Appendices

Appendix 1 : Bidding Document Acknowledgement proforma

Appendix 2 : Bid submission proforma

Appendix 3 : Bid submission Agreement proforma.

Appendix 4 : Bid Bond Bank Guarantee proforma

Appendix 5 : Checklist

Appendix 6 : Proforma for Bidders past services(similar)

Appendix 7 : Proforma of Authorisation Letter for attending
Tender Opening

Appendix 8 : Proforma of Certificate on Relatives of Directors

Appendix 9 : Proforma for proposed changes/modifications.

Appendix 10 : Form No. 10 F

Appendix 11 : Undertaking

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

Appendix 1 : Proforma of Performance Bond Bank Guarantee.

ANNEXURE III : Scope of work and Special
conditions of Contract.

ANNEXURE IV : Bid Evaluation Criteria.

ANNEXURE V : Bid Matrix

ANNEXURE VI : Price bid format / Bidder's Response Sheet

ANNEXURE VII : Integrity Pact

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

6. **QUERIES**

Bidders can submit queries, if any, to the tender inviting office on or before 12.07.2018.

C. PREPARATION OF BIDS

7. LANGUAGE AND SIGNING OF BID

7.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the ONGC VIDESH shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

7.2 Bids shall be submitted in the prescribed bid proforma as per appendices 1 to 11 of Annexure-I. The prescribed proforma at Appendices of Annexure I, duly filled in and signed should be returned intact whether quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not Quoting".

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

7.4 The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.

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

7.6 The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by ONGC VIDESH. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures/Appendices. It shall be complete and free from ambiguity, change or interlineations.

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

7.8 The Bidder shall sign its bid with the exact name of the firm to whom the contract is to be issued. The bid shall be duly signed and sealed by an executive officer of the Bidder's organisation. Each bid shall be signed by a duly authorised officer and in the case of Corporation the same shall be sealed with the Corporation seal or otherwise appropriately executed under seal.

7.9 The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.

7.10 The power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. ONGC VIDESH may reject outright any bid not supported by adequate proof of the signatory's authority

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

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

7.13 The original bid should be signed manually by the authorised signatory(ies) of the bidder. The complete bid including the prices must be written by the bidders in indelible ink. Bids and/or prices written in pencil will be rejected.

8.0 COMPLIANCE WITH THE REQUIREMENTS OF BID EVALUATION CRITERIA (BEC) AND ALL OTHER TENDER CONDITIONS:

8.1 Advice to bidders for avoiding rejection of their offers:

ONGC VIDESH has to finalise its purchase within a limited time schedule. Therefore, it may not be feasible for ONGC VIDESH to seek clarifications in respect of incomplete offers.

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

8.2 Submission of 'Bid Matrix' duly filled-in, to re-confirm compliance with tender requirements:

Bidders should submit the 'Bid Matrix' (as enclosed with the bid document) duly filled-in, so as to re-confirm compliance with each of the requirements of BEC and other important conditions of the tender. Each such confirmation should be clearly stated in the 'Bid Matrix' indicating "Confirmed" or "Not Confirmed", as applicable. Further, against each such confirmation, bidders should also indicate the reference/location (page No. / Annexure etc.) of the respective detail(s)/document(s) enclosed in the bid, so as to easily locate the same in bid document. Each entry in the 'Bid Matrix' must be filled-in in indelible ink (entries written in pencil will be ignored). Further, each page of the 'Bid Matrix' and the corrections/overwriting/erasures (if any) should be signed manually by the person (or, persons) signing the bid.

Bidders are advised to ensure submission of the 'Bid Matrix', duly filled-in as per above requirements, for avoiding rejection of their offers.

9.0 DOCUMENTS COMPRISING THE BID

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

- a) Price schedule.
- b) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence

of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the ONGC VIDESH's satisfaction:

- (i) that the Bidder meets **all** the criteria prescribed in the Bid Evaluation Criteria (Annexure-IV).
- c) Documentary evidence that the services to be rendered by the Bidder conform to the requirements of bidding documents.
 - (i) The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data and shall consist of:
 - 1) A detailed description of essential technical and performance characteristics of the services.
 - 2) An item by item commentary on the ONGC VIDESH's technical specifications demonstrating conformity to the provisions of the technical specifications of the bidding document.
- d) Bid security
- e) Deleted
- f) Integrity Pact(IP)

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

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

h) Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries ONGC Videsh Ltd. or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder is registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

To claim benefits of the Public Procurement Policy for MSEs, the MSE bidders must declare their UAM number in the CPP Portal.

10.0 PRICE SCHEDULE

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

10.2 Bid Prices

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

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

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

10.3 (a) CONCESSIONS PERMISSIBLE UNDER STATUTES

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under GST legislations, failing which it will have to bear extra cost where bidder does not avail exemptions/concessional rate of GST. ONGC VIDESH will not take responsibility towards this. However, wherever required and applicable, ONGC VIDESH shall provide the necessary documents as required under the notification (s) for the bidders to obtain such concessions.

Bidders must also consider benefits of input tax credit under the GST legislations, as amended from time to time on Input goods/Capital goods / Input Services, while quoting the prices.

10.3 (b) Undertaking to provide necessary documents, for enabling ONGC VIDESH to avail Input tax credit benefits under GST legislation. (Not applicable for bidder under composition levy of the GST legislation)

Further, the bidders shall undertake to provide all the necessary compliances / invoice / documents for enabling ONGC VIDESH 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 ONGC VIDESH 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 ONGC VIDESH 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 pay 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 ONGC VIDESH and/ or ONGC VIDESH may recover the same, but not limited to, the tax loss, interest and penalty.

10.4 INCOME TAX LIABILITY

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

10.5 GST Liability on Supply of Services:

The Bidder should quote the applicable GST, clearly indicating the rate and the amount of GST included in the bid and the description of the respective service (as per GST rules) under which the GST is payable.

In the contracts involving multiple services or involving supply of certain goods or materials (which should be consumable in nature forming part of taxable service) along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and quote GST as applicable for the taxable services and/or goods).

In case the GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST and ONGC VIDESH will not entertain any future claim in respect of GST against such offers.

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

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

The Service Provider should have a valid GST registration certificate under GST legislation and a copy of such registration certificate should be submitted along with the offer.

In case the Bidder does not give break-up of the quoted prices, indicating the components of taxable services and / or goods separately, the GST will be loaded on entire quoted / Contract value for evaluation considering higher rates, if any, as per the provisions of the statute.

11.0 BID CURRENCIES

Bidders should quote firm prices in Indian rupee only for Part – I of the Socpe of Work and in USD for Part – II of the Scope of Work. Prices quoted in any other currency shall not be considered.

12.0 MODE OF PAYMENT

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

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

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

13.0 CONCESSIONAL RATE OF CUSTOMS DUTY and GST - Deleted

14.0 VAGUE AND INDEFINITE EXPRESSIONS

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

15.0 Deleted

16.0 PERIOD OF VALIDITY OF BIDS

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

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

17.0 BID SECURITY

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

17.2 Central Government Departments and Central Public Sector Undertakings are exempted from payment of Bid Security. MSEs units (and not their dealers/distributors) **who are themselves, manufacturer of the items/ provider of services, they intend to quote** which are themselves registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from payment of Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the Services they intend to quote. To claim benefits of the Public Procurement Policy for MSEs, 2012, the MSE bidders must declare their UAM number in the CPP Portal.

17.3 The Bidders not covered under Para 17.2 above must enclose with their offer (in case of two bid systems, with techno-commercial bid) bid security. The amount for bid security has been indicated in the "Invitation For Bid" (to be supplied separately with each tender). The Bid Security shall be denominated by the foreign bidders in any foreign currency in which they quote prices.

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

- i) Bank Draft in favour of ONGC VIDESH valid for 90 days from its date of issue.
- ii) Bank Guarantee in the prescribed format as per Appendix 4 of Annexure-I, valid for 30 days beyond the date of required validity of offer. The bank guarantee by Indian bidder will have to be given on non-judicial stamp paper / franking receipt as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt should be either in the name of the issuing bank or the bidder. The bidders will give Bank Guarantee 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.
- iii) Confirmed irrevocable Letter of Credit, as per prescribed format at Appendix 4A valid for 30 days beyond the validity of the bid, duly confirmed by Indian Nationalised/Scheduled bank will be acceptable only from foreign bidder.
- iv) Cashier's/Banker's cheque valid for 180 days from the date of issue of the same will be acceptable from foreign bidders only.

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

17.6 Subject to provisions in para 17.2 above, offers without Bid Security will be ignored.

17.7 The Bid Security shall be forfeited by ONGC VIDESH in the following events:

- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- b) If Bid is varied or modified in a manner not acceptable to ONGC VIDESH during the validity period or any extension of the validity duly agreed by the Bidder.
- c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance.
- d) If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Section 3 of Integrity Pact. ONGC VIDESH shall be entitled to demand and recover from bidder Liquidated damages amount plus GST thereon, by forfeiting the EMD/ Bid security(Bid Bond) as per section 4 of Integrity Pact.
- e) In case at any stage of tendering process, it is established that bidder has submitted forged documents/ certificates/ information towards fulfilment of any of the tender/contract conditions.

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

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

18.1 Telex / Telegraphic / Telefax / e-mail / Xerox / Photocopy bids and bids with scanned signature will not be considered.

Original bids should be signed manually failing which they shall be rejected.

D. SUBMISSION AND OPENING OF BIDS

19.0 SEALING AND MARKING OF BIDS.

19.1 The bid along with all appendices and copies of documents (except copies of the documents required in physical form) should invariably be submitted in the relevant area through the e-procurement portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a folder and then digitally signed.

However, the documents to be submitted in physical form (as mentioned in the Bid Evaluation Criteria), in a sealed envelope superscribed as "Physical documents against e-procurement Tender Number OA4PC18008", should reach to the purchaser's office on or before 1400 Hrs. of the date specified for opening of bid through e-procurement portal.

20.0 DEADLINE FOR SUBMISSION OF BIDS

20.1 The duly completed bid can be 'submitted' in e-procurement portal any time before the submission deadline is reached. The bidder shall also be permitted to make changes in his bid and re-submit the same in e-procurement portal till the submission dead line. The final submitted version of bid only shall be considered by ONGC Videsh. However, in case the bid is 'Withdrawn' by the bidder (before the scheduled closing date/time), the same can not be re-submitted.

20.2 No bid can be submitted after the submission dead line is reached. The system time that will be displayed on e-procurement web page shall decide the submission dead line.

20.3 All the documents required to be submitted in physical form as mentioned as per BEC, should positively reach to the purchaser's office on or before 1400 Hrs. of the closing date specified for submission of bid through e-bidding portal.

21.0 LATE BIDS

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

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

22.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

23.0 OPENING OF BIDS

23.1 The bid will be opened at 1500 Hrs. (IST) on the date of opening indicated in "Invitation for Bid". The Bidder or his authorised representative may be present at

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

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

E. EVALUATION OF BIDS

24.0 EVALUATION AND COMPARISON OF BIDS

24.1 Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at Annexure-IV (to be supplied separately alongwith bidding document against individual tenders.)

24.2 CLARIFICATIONS OF BIDS:

24.2.1 During evaluation of bids, Purchaser may at its discretion 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 of substance of the bid shall be sought or permitted.

25.0 UNSOLICITED POST TENDER MODIFICATIONS:

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

25.2 In case certain clarifications are sought by ONGC VIDESH 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 ONGC VIDESH, shall render his bid liable to be ignored and rejected without notice and without reference to the bidder.

26.0 EXAMINATION OF BID

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

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

27.0 SPECIFICATIONS:

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

28.0 Deleted

29.0 PURCHASE PREFERENCE POLICY(IES):

29.1 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES REGISTERED WITH DISTRICT INDUSTRY CENTERS OR KHADI AND VILLAGE INDUSTRIES COMMISSION OR KHADI AND VILLAGE INDUSTRIES BOARD OR COIR BOARD OR NATIONAL SMALL INDUSTRIES ONGC VIDESH LTD. OR DIRECTORATE OF HANDICRAFTS AND HANDLOOM OR ANY OTHER BODY SPECIFIED BY MINISTRY OF MSME.

In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, following order of preference will be adopted:

- a) MSEs owned by SC/ST,
- b) Other MSEs.

For invitation to match L1 price, the ranking based on the price bids will be followed.

30. CONTACTING THE ONGC VIDESH

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

F. AWARD OF CONTRACT

31.0 AWARD CRITERIA.

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

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

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

33.0 NOTIFICATION OF AWARD (NOA)

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

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

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

34.0 MOBILISATION PERIOD

Successful bidder shall be required to mobilize all the resources for commencement of services at the specified site within a maximum of 15 days from the date of LOI/LOA.

35.0 SIGNING OF CONTRACT

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

36.0 PERFORMANCE SECURITY

36.1 Within 15 (fifteen) days from the date of issue of LOA/NOA by ONGC VIDESH, the successful Bidder shall furnish the Performance Security in accordance with the conditions of the contract, in the Performance Security Form provided at Appendix 1 of Annexure-II of the bidding documents, or another form acceptable to the ONGC VIDESH.

36.2 Failure of the successful Bidder to comply with the requirement of clause 36.1 above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security as per clause 17.7(c).

36.3 The Performance Guarantee will be returned after completion of the contract in all respect.

37.0 CORRESPONDENCE.

37.1 ONGC VIDESH's Fax/ address is Office of Head Commercial, Commercial Department, 3rd floor, B wing, Deen Dayal Urja Bhawan, 5, Nelson Mandela Marg, New Delhi-110 070 Phone:+91-11- 26753342 / 3412 / 3308 Fax: +91 11 26129345 / 46.

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

37.3 All correspondence shall bear reference to bid number.

38.0 REPRESENTATION FROM THE BIDDER:

38.1 The bidder(s) can submit representation(s) if any, in connection with the processing of the tender **[including seeking the reasons for rejection of their bid(s)]** directly only to the Competent Purchase Authority (CPA) i.e. Director (Finance), ONGC VIDESH LTD., 5th Floor, B Wing, DUB, 5 Nelson Mandela Marg, New Delhi-1100708/ OA4PC18010.

38.2 Raising Disputes / Complaints.

Curriculum Vitae of Independent External Monitors (IEMs) are placed permanently on the home page of ONGC's website www.tenders.ongc.co.in. The bidders may raise disputes / complaints, if any, either with the designated Competent Purchase Authority (CPA) in ONGC VIDESH or with concerned Director of ONGC VIDESH or directly with the IEM c/o Chief Vigilance Officer, ONGC VIDESH, Pandit Deen Dayal Upadhyaya 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 additional 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.

39.0 UNSOLICITED COMMUNICATIONS:

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

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

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

In case, any bidder while making such representations to Competent Purchase Authority (CPA) also involves other officials of ONGC VIDESH 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.

40. Submission of forged documents:

Bidders should note that ONGC VIDESH 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 that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, ONGC VIDESH shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

- 40.1 The bidder shall be required to give an undertaking on the company's letter head and duly signed by the signatory of the bid, that all the documents/certificates/information submitted by them against the tender are

genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by ONGC VIDESH at its sole discretion.

41. ONGC VIDESH's QHSE Policy

Bidders should simply confirm that they have read the ONGC VIDESH's following QHSE:

1. We are committed to maintain highest standards of Quality, Occupational Health, Safety and Environment protection with effective QHSE Management System.
2. We are committed to comply with all applicable requirements and compliance obligations in timely manner, wherever we operate and reside.
3. We are committed to conduct business in an economically, socially, environmentally sustainable manner that is transparent and ethical.
4. We are committed to prevention of injury and ill health and always be alert, equipped and ready to respond to emergencies.
5. We are committed to protection of environment including prevention of pollution, sustainable resource use, climate change mitigation and waste management.
6. We shall assign high importance to training of our employees including contractual employees as per best international practices.
7. We are committed to provide quality products and services.
8. We shall maintain the required processes including setting of objectives and allocate necessary resources for continual improvement of QHSE Management System.

42. GST LEGISLATIONS:

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

- 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.

BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA

Dated:.....

ONGC Videsh Ltd.

.....
.....

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Four Annexures (alongwith their Appendices) enclosed to the "Invitation for Bid" pertaining to providing of _____ services against tender no. _____.

We have noted that the closing date for receipt of the bids by ONGC VIDESH is on _____ at 1400 hrs. (IST) and opening of the techno-commercial bids on _____ at 1400 hrs. (IST).

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

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

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

FAX NO:

TELEPHONE NO ;

Yours faithfully,

PERSONAL ATTENTION OF:
(IF REQUIRED)

(BIDDER)

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

Appendix-2

Tender No.....

Contractor's Address :

ONGC Videsh Ltd.

Telephone No.

FAX NO:

Dear Sirs,

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

_____.

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

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

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

Yours faithfully,

Signature of Bidder

Address

Dated

Signature of witness

Address

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

AGREEMENT

No.

Dated

To,

ONGC Videsh Ltd.,

_____Sub: **PURCHASE OF BIDDING DOCUMENTS**Ref: **TENDER No.** _____

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

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

Yours faithfully

Yours faithfully

(BIDDER)**(ONGC VIDESH)**

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

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

Ref. No.....

Bank Guarantee No.....

Dated

To,

ONGC 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 Mandela Marg, Vasant Kunj, New Delhi - 110070 - India and one of its offices at _____ (hereinafter called 'ONGC VIDESH' 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 (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 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, 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 having to substantiate the demand. Any such demand made by ONGC VIDESH 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 thirty days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

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

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

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

WITNESS NO. 1

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

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

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 Head-Commercial, ONGC Videsh Limited, 3rd Floor, B Wing, Deen Dayal Urja Bhawan, 5 Nelson Mandela Marg, New Delhi-110070, India. only
- (ii) Bank guarantee, duly executed as per the above format, is to enclosed with the offer.

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

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper/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. 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.

3. The bidders will give Bank Guarantee 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.

CHECK LIST

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

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

**COMMERCIAL
GROUP 'A'**

1.1 Whether Bank Draft/Bank Guarantee/Banker's cheque/ cashier's cheque for the requisite earnest money has been enclosed with the offer ?

Yes No Not applicable

1.2 If so furnish the following:-

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

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

Yes No

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

Yes No

4. Whether firm prices have been quoted

Yes No

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

Yes No Not applicable

6. Whether the period of validity of the offer is 90 days as required in bidding document ? If not, mention the extent of variation.

Yes No Extent of variation in days

7. Whether the offer is uploaded in CPP Portal with the DSC of the authorized bid signatory?

Yes No

Signature of the Bidder

GROUP `B`

1. Whether details of your registration under GST have been indicated in the offer ?

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

YesNoNot applicable

Signature of the Bidder

Technical

1. Whether necessary experience documents as per the BEC have been attached with the offer?

YesNo
2. Whether the materials/services being offered fully conform to the required technical specifications and scope of work ?

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

(Signature of the Bidder)

BIDDER'S PAST SERVICES (SIMILAR) PROFORMA

SL.NO.	NAME & ADDRESS OF CLIENT	PERIOD		DESCRIPTION OF SERVICES COMPLETED SUCCESSFULLY	REMARKS
		FROM	TO		

NOTE: CERTIFICATE FROM CLIENTS AND OTHER DOCUMENTS TO BE ENCLOSED ALONGWITH THIS PROFORMA TO ESTABLISH THE REQUIRED EXPERIENCE CRITERIA GIVEN AT ANNEXURE-IV

Signature of the Bidder

Name_____

Seal of the Company

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO. _____ Date _____

To,

The _____
ONGC Videsh Ltd.,

_____ (India)

Subject : **Tender No.** _____ **due on** _____

Sir,

Mr..... has been authorised to be present at the time of opening of above tender due on..... at, on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to: Mr.....for information and for production before the _____ (MM)_____ at the time of opening of bids.

**PROFORMA CERTIFICATE ON RELATIVES
OF DIRECTORS OF ONGC VIDESH**

This has reference to our proposed contract regarding
to be entered into with ONGC VIDESH Ltd.

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

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

Authorised Signatory of
The Contracting Party

Place...

Date...

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

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

FORM NO. 10F

{See sub-rule (1) of rule 21 AB}

**Information to be provided under sub-section (5) of section 90 or
Sub-section (5) of section 90A of the Income-tax Act, 1961**

I.....*son/daughter of Shri.....in the capacity of
..... (designation) do provide the following information relevant
to the previous year.....*in my case/in the case of
.....for the purpose of sub-section(5) of *section 90/section90A:-

Sl.No.	Nature of information	:	Details#
(i)	Status (individual, company, firm etc. of the assessee	:	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of inONGC Videsh Ltd. or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of 90A from the Government of.....(name of country) or specified territory outside India)

Signature.....
Name.....
Address.....
Permanent Account No.....

Verification

I.....do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today theday of.....

.....
Signature of the person providing the information

Place.....

Notes:

1. *Delete whichever is not applicable
2. # Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or subsection (4) of section 90A.

To be submitted on the letter head of the company

UNDERTAKING

TENDER NO.

1. I/ We undertake that all the documents/certificates/information submitted by our company against the tender are genuine.
2. I/We undertake that all conditions as contained in the 'tender document (including the 'Instructions to bidders' at Annexure-I, 'General Terms & Conditions' at Annexure-II and Scope of Work along with special conditions at Annexure - III) as well as ALL the corrigendum / amendments/ instructions contained and published / uploaded in the website of ONGC Videsh Limited/e-procurement portal, against the tender, before the deadline specified for submission of bids are acceptable to us unconditionally.
3. I/We have quoted prices after taking into consideration all the tender terms and condition including corrigendum/amendments/instructions contained and published/uploaded in the website of ONGC Videsh Limited / e-procurement portal, against the tender, before the deadline specified for submission of bids.
4. I/We have indicated all applicable taxes and duties in our price bid.
5. I/We undertake to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling ONGC Videsh Limited to avail Input tax (GST) credit.
6. I/We undertake that neither I/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 Videsh debarring us from carrying on business dealings with ONGC Videsh.
7. I/We confirm that I/we have read the ONGC Videsh's QHSE Policy.
8. I/We undertake that I/We 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 me/us.

Place:

Signature of the Bidder

Date:

Name:

Seal of the Company

MODEL CONTRACT AND GENERAL CONTRACT CONDITIONS

(To be signed with the successful bidder)

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

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

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

And Whereas ONGC VIDESH LTD.'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 and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2 ONGC VIDESH LTD./ONGC VIDESH/OVL/ ONGC-VL:

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

1.3 SITE

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

1.4 ONGC VIDESH LTD.'S SITE REPRESENTATIVE/ENGINEER

Shall mean the person or the persons appointed by ONGC VIDESH 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 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 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.

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

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 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 after ONHIRE survey and ONGC VIDESH's acceptance thereafter. The date and time of ONGC VIDESH'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. 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 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 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 owned or hired by ONGC VIDESH.

1.19 THIRD PARTY

Shall mean any group, ONGC Videsh Ltd., 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 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:

- vii. the Central Goods & Services Tax Act, 2017;
- viii. the Integrated Goods & Services Act, 2017;
- ix. the Union Territory Goods & Services Tax Act, 2017;
- x. the respective State Goods & Service Tax Acts'
- xi. the Goods and Services (Compensation to States) Act, 2017
- xii. 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 years from (the date and time of commencement).

4.0 NOTICES AND ADDRESSES:

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

4.1 ONGC VIDESH LTD.

For CONTRACT related communication
The Deputy General Manager (MM)

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

FAX:.....

For operations, reports and payments

The General Manager()

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

FAX:.....

4.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

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

Fax:.....

5.0 DUTIES AND POWER /AUTHORITY :

5.1 The duties and authorities of the ONGC VIDESH's site representative are to act on behalf of the ONGC VIDESH 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's representative/engineer without which no claim will be entertained by the ONGC VIDESH.

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'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'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 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 by issuing amendment to the **CONTRACT**. ONGC VIDESH shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of **CONTRACT**, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to **CONTRACT**.

6.4 Assignment:

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

6.4.1 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.

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 to be furnished by the ONGC VIDESH LTD. which may be amended from time to time by reasonable modifications as ONGC VIDESH LTD. sees fit.

7.0 REMUNERATION AND TERMS OF PAYMENT

7.1 ONGC VIDESH LTD. 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 ONGC VIDESH LTD.'s representative/ engineer wherever applicable in respect of the fees payable by ONGC Videsh as per details below:

(A) 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) : 20% of the Annual Fee for the year

Phase II (Q2) : 20% of the Annual Fee for the year

Phase III (Q3) : 20% of the Annual Fee for the year

Phase I V (Q4): 40% of the Annual Fee for the year

(B) 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/Audit Committee.

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.

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.

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

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) Copy of valid GST registration certificate

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) Mobile No. (Optional).

d) e-mail ID.

e) Certificate of 'Commencement of operation' under this contract.

2) Periodical / Quarterly 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).
- 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 stating that labour have been paid not less than minimum wages. (As applicable)
- f) Attendance Sheet (How many person on board) / Manpower deployment sheet [showing non deployment / short deployment etc (if any) and reasons thereof].
- g) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

7.4 Deleted

7.5 In the event of any dispute in a portion or whole of any invoice, the ONGC VIDESH LTD. 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's right to question the amounts claimed

Payment of any invoice shall not prejudice the right of the ONGC Videsh Ltd. to question the allowability under this Agreement of any amounts claimed therein, provided ONGC VIDESH, 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 so notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the CONTRACTOR.

The CONTRACTOR shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from ONGC VIDESH 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 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 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 ONGC Videsh Ltd.:

- (i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month. Details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the ONGC Videsh Ltd. from the official website of EPFO (<http://www.epfindia.gov.in>).

- (ii) (A) Copy of the online challan endorsed / stamped by the designated bank as proof of receipt of payment towards monthly remittance of ESI contribution.

(B) Copy of Return of contribution in respect of ESI for each contribution period of six months i.e., for the contribution period ended 30th Sept and the contribution period ended 31st March.

- (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 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.

ONGC Videsh Ltd. 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 (i.e. Payment Making Authority) in the ONGC Videsh Ltd., 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 ONGC Videsh Ltd. 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 ONGC Videsh Ltd. 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 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.

8.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING :

8.1 CLAIMS:-

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of ONGC VIDESH LTD.. ONGC VIDESH LTD. 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 ONGC VIDESH LTD., 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 ONGC VIDESH LTD. 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 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 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)
- (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 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.

8.4 CUSTOMS DUTY (BCD + IGST): -

Deleted

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 ONGC VIDESH LTD. 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 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 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 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 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.

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 from the Indian Income Tax Department, and tax shall be deducted at source by ONGC VIDESH as directed in the said Order u/s. 195(2).

The ONGC Videsh Ltd., 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 – 9 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 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 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 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, effective from 01.04.2010, any person entitled to receive any sum or income or amount, on which tax is deductible under the provisions of Act, is required to furnish his Permanent Account Number (PAN) to the person responsible for deducting tax at source. Therefore, in case the Contractor does not furnish its PAN, ONGC VIDESH LTD. 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 ONGC VIDESH LTD. shall not take any responsibility whether financial or otherwise.

“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 ONGC VIDESH LTD. and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 10 days upon the receipt of written notice from the ONGC VIDESH LTD. to improve their performance failing which the ONGC VIDESH LTD. may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) days written notice.

10.0 PERFORMANCE BOND:-

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

For Part-I: 12.2% of the average of Annual Contract values for 1st & 2nd years to be submitted within 15 days from the date of LOA. PBG should be valid for minimum 60 days beyond the contract period.

For Part-II: 10% of the Contract value to be submitted to the respective subsidiary within 15 days from the date of issue of formal engagement letter by the subsidiary. [Indian GST will not be applicable on the standard SD amount for Part-II to be awarded separately by overseas subsidiaries]

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

11.0 IMPORT AND IMPORT CLEARANCE:-

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

12.0 DISCIPLINE:-

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oilfield practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and its SUB-CONTRACTOR's employees and shall abide by and conform to all rules and regulations promulgated by the ONGC VIDESH LTD. governing the operations. Should ONGC VIDESH LTD. feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to ONGC VIDESH LTD.'s interest, the ONGC VIDESH LTD. shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehaviour, 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 07 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 shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried out with full safety precautions. ONGC VIDESH'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's premises like plants, offices, installations, rigs, stock yards etc., the Contractor shall submit the following documents to ONGC VIDESH 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. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier.

14. SECRECY:-

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

15. STATUTORY REQUIREMENTS:-

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

16. INSURANCE:-

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

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

B) Entire clause 16(B) deleted

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

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

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

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

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

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 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 or otherwise.

ONGC VIDESH 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 ONGC VIDESH LTD., 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 ONGC VIDESH LTD.); 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 ONGC VIDESH LTD.); 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 ONGC VIDESH LTD. :

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

- a) personal injury, illness or death of

- i) any employee of the ONGC VIDESH LTD. (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 ONGC VIDESH LTD. ; and
- b) any loss or damage to :
 - i) any property owned, hired or supplied by ONGC VIDESH LTD. (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 ONGC VIDESH LTD..

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

18.3 Termination on account of insolvency

In the event the CONTRACTOR at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the ONGC VIDESH 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 considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, the ONGC VIDESH shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The ONGC VIDESH 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.

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 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 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), following actions shall be taken against the Contractor:

- i. ONGC VIDESH shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be put on holiday [i.e neither any tender enquiry will be issued to such a Contractor by ONGC VIDESH against any type of tender nor their offer will be considered by ONGC VIDESH against any ongoing tender(s) where contract between ONGC VIDESH and that particular Contractor (as a bidder) has not been concluded] for a period of two years from the date the order for putting the Contractor on holiday is issued. However, the action taken by ONGC VIDESH for putting that Contractor on holiday shall not have any effect on other ongoing contract(s), if any with that Contractor which shall continue till expiry of their term(s).
- ii. Pending completion of the enquiry process for putting the Contractor on holiday, ONGC VIDESH shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender.

19 DELAY IN MOBILISATION AND LIQUIDATED DAMAGES

For Part – I of Scope of Work:

- (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 15 days from the date of Fax order / LOA / NOA.
- (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 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 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 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 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) The applicable GST on the LD shall have to be borne by the contractor. Accordingly, the liquidated damages shall be recovered from the contractor along with applicable GST.

For Part – II of Scope of Work:

- (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 15 days from award of formal engagement by a subsidiary of ONGC Videsh for MECL or PIVSA.
- (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 (or its subsidiary) 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 (or its subsidiary) 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 contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 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 value for MECL or PIVSA as the case may be including fee and cap on OPE for the particular part.
- (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 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 contract value for MECL or PIVSA as the case may be excluding duties and taxes, where such duties/taxes have been shown separately in the contract.

20. SEVERABILITY:

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

21. CHANGE IN LAW:

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 under the CONTRACT (other than personnel and Corporate taxes), the CONTRACTOR shall be indemnified for any such increased taxes and duties by the ONGC VIDESH LTD. subject to the production of documentary proof to the satisfaction of the ONGC VIDESH LTD. 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 ONGC VIDESH LTD.

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, (other than personnel and Corporate taxes), the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the ONGC VIDESH LTD., 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 ONGC VIDESH LTD..

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 ONGC VIDESH LTD.'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, ONGC VIDESH LTD. 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, ONGC VIDESH LTD. will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

21.6 Notwithstanding the provision contained in clause 21.1 to 21.4 above, the ONGC VIDESH LTD. 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 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 (the Indian PSU), that ONGC VIDESH 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 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 is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, and commission, breaches or other wrongs arising out of the CONTRACT. Accordingly, CONTRACTOR hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this CONTRACT and covenants not to the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of under this CONTRACT

23. FORCE MAJEURE:

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean Act of God, floods, tempest, war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely ONGC VIDESH and the Contractor, directly effecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy-two hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

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

If performance under the contract are suspended by Force Majeure conditions lasting for more than 2 (two) months, **ONGC VIDESH** shall have the right to terminate this Agreement by giving 15 days' notice.

24. EMPLOYMENT BY FIRMS TO OFFICIALS OF ONGC VIDESH

Firms/companies who have or had business relations with ONGC VIDESH are advised not to employ serving ONGC VIDESH employees without prior permission. It is also advised not to employ ex-personnel of ONGC VIDESH within the initial two years period after their retirement/resignation/severance from the service without specific permission of ONGC VIDESH. The ONGC VIDESH 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), wherever feasible.

26. JURISDICTION AND APPLICABLE LAW:-

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

27. ARBITRATION

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

1. There shall be no arbitration for disputes involving claims upto Rupees 25 lakhs and more than Rs. 100 crores. Disputes involving claims above Rs. 100 crores shall be adjudicated under the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015.
2. Arbitration can be invoked by giving Invocation Notice only after expiry of the 60 days' period as per Dispute Notice stipulated in the para above.
3. The party wishing to refer a Dispute to Arbitration shall give notice to the other party specifying all the points of Disputes with details of the amount or claim to be referred to arbitration ("**Invocation Notice**"). If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee also. The closing market rate in an exchange declared by SBI on the date prior to the date of notice should be adopted for conversion of foreign currency in Indian Rupees.
4. For a dispute involving claims above Rs 25 lacs and upto Rs 5 crores, in case other party is Claimant, ONGC VIDESH will forward a list containing names of five jurists to the other party for selecting one from the list who will be appointed as sole arbitrator by ONGC VIDESH. In case ONGC VIDESH itself is the Claimant, it shall appoint the Sole Arbitrator by invoking the Arbitration clause and inform the Contractor. Such dispute shall be resolved by fast track procedure specified in Section 29B of the Arbitration and Conciliation Act, 1996.
5. For a dispute involving claims above Rs.5 crores and upto Rs. 100 crore, the claimant shall appoint an Arbitrator and communicate the same to the other Party in the

Invocation Notice itself along with the copy of disclosure made by nominated Arbitrator in the form specified in Sixth Schedule of the Arbitration & Conciliation Act, 1996. For the purpose of Section 21, the Arbitration Proceeding shall commence only upon date of receipt of Invocation Notice complete in all respects mentioned above.

The other Party shall then appoint the second Arbitrator within 15 days from the date of receipt of written notice. The two Arbitrators appointed by the Parties shall appoint the third Arbitrator, within 30 days, who shall be the Presiding Arbitrator.

The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.

6. For the purpose of appointment of Arbitrator(s), claims amount shall be computed excluding claim for interest, if any.
7. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest, i.e. date of cause of action till date of Award by Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
8. The fees payable to each Arbitrator shall be as per rules framed by the High Court in whose territorial jurisdiction as per contract and seat of arbitration is situated. In case no rules have been framed, the fees prescribed may be as per Fourth Schedule of the Arbitration and Conciliation Act, 1996. However, Arbitrator may fix their fees keeping the aforesaid schedule as guiding factor.
9. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20% of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete.
 - (i) 60% of the fees if the hearing has commenced.
 - (ii) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
In case of sole arbitrator, ONGC VIDESH shall make all necessary arrangements for his travel/ stay and the expenses incurred shall be shared equally by the parties.
11. The seat of the arbitration shall be the place from where the LOA / NOA has been issued. For the sake of convenience, Parties may agree to hold the proceedings at any other venue. The arbitration shall be conducted in the English language. Insofar as practicable, the Parties shall continue to implement the terms of the Contract notwithstanding the initiation of Arbitration proceedings.
12. Parties agree that neither party may amend or supplement its claim during the course of arbitral proceedings.

13. The parties may, after invocation of dispute, agree for sharing the cost of Arbitration equally on 50:50 basis.
14. Subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the arbitration proceedings under this Contract.

27.2 Arbitration clause for settlement of commercial disputes between Public Sector Enterprises inter se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

27.3 Resolution of disputes through conciliation by OEC:

Parties hereby agree as under:

If any difference or dispute (hereinafter referred as "Dispute") under the Contract arises, the party shall give a 60 days written notice ("Dispute Notice") to the identified officer of the other party mentioned in the Contract giving details of the Dispute. The Parties shall use all reasonable endeavours to resolve the Dispute mutually and amicably. All efforts by either party within these 60 days Dispute Notice Period shall be kept confidential by both the parties under Section 75 of the Arbitration and Conciliation Act, 1996. Parties shall not rely upon any views expressed or suggestions made by the other party, admissions made by the other party or the fact that the other party had indicated his willingness to enter into a settlement as evidence in any Forum / arbitration / court proceeding.

If Parties are unable to resolve the Dispute amicably within 60 days of receipt of the Dispute Notice, then after expiry of the 60 days' Dispute notice period, the aggrieved Party can refer the Dispute to conciliation and / or arbitration subject to terms and conditions contained herein below:

- 1) Parties further agree that following matters shall not be referred to conciliation or arbitration:
 - i) Any claim, difference or dispute relating to, connected with or arising out of ONGC VIDESH's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor and/or with any other person involved or connected or dealing with bid / contract / bidder / contractor.
 - ii) Any claim, difference or dispute relating to, connected with or arising out of ONGC VIDESH's decision under the provisions of Integrity Pact executed between ONGC VIDESH and the Bidder / Contractor.

- 2) Conciliation: (Not applicable in cases valuing less than Rs 10 lakhs)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee ("OEC") to be constituted by CMD, ONGC VIDESH as provided hereunder:

Proposal for OEC

1. Conciliation through OEC will be resorted in cases involving disputed amount upto Rs. 250 crores only. The disputed amount will be calculated by considering the amount of claim and counter-claim of the parties.

2. Claimant shall give notice for conciliation. In cases where the contractor is claimant then the notice shall be given to the concerned ONGC VIDESH office as per the contract, clearly bringing out the points of dispute and the amount claimed with documents in support of the claim and the party concerned shall not raise any new issue thereafter.

Constitution of OEC

3. CMD, ONGC VIDESH will have the sole discretion to constitute OEC. OEC will be formed from the panel of experts maintained by ONGC VIDESH and will normally comprise of three members, one member from each category i.e. Technical; Finance/Commercial; and Legal. However, there will be a single member OEC for disputes involving a claim and counter claim (if any) upto Rs 1 crore, CMD will have authority to reconstitute an OEC to fill any vacancy or if any OEC member is not available to attend the OEC Meetings.

4. Upon constitution of the OEC, Chief Legal Services, ONGC VIDESH will issue the appointment letters to OEC members and the parties concerned.

5. The OEC members shall give a declaration of independence and impartiality (as per Appendix 4) to both the parties before the commencement of the OEC proceedings.

Proceedings before OEC

6. The claimant shall submit its statement of claims to OEC members, and to the parties prescribed in the appointment letter within 30 days of the issue of the appointment letter (as per Appendix 4).

7. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims.

8. Parties may file their rejoinder/additional documents if any in support of their claim/counter claim within next 15 days. No documents shall be allowed thereafter, except with the permission of OEC

9. OEC will commence its meetings only after completion of the pleadings.

10. In case of 3 members OEC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary video conferencing may be arranged. However, OEC Recommendations will be signed by all Members. Further, efforts must be made for unanimous recommendations.

11. The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of ONGC VIDESH who have handled the matter in any capacity are not allowed to attend and

present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.

12. Solicitation or any attempt to bring influence of any kind on either OEC Members or ONGC VIDESH is completely prohibited in conciliation proceedings and ONGC VIDESH reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

13. Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

14. OEC will give full opportunity of hearing to the parties before giving its recommendations.

15. OEC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. OEC will give its recommendations to both the parties recommending possible terms of settlement CMD, ONGC VIDESH may extend the time/ number of meetings, in exceptional cases, if OEC requests for the same with sufficient reasons.

16. OEC members will be paid fees and provided facilities (as detailed under point 27 of this clause) hereinafter, subject to revision by ONGC VIDESH from time to time and subject to Government guidelines on austerity measures, if any.

17. Depending upon the location of the OEC members and the parties, the venue of the OEC meeting shall be either Delhi or Mumbai whichever is most economical from the point of view of travel and stay etc.

18. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations and 30 days thereafter in any further proceeding.

19. Legally, parties are under no obligation to refer a dispute to conciliation or continue with conciliation proceedings. Parties are free to terminate the conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act, 1996.

Actions after OEC Recommendations

20. The recommendations of OEC are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the OEC recommendation with any modification they may deem fit.

21. The contractor shall give its response to ONGC VIDESH within 7 days receiving OEC Recommendation.

22. If the Recommendations are acceptable to the contractor partly or fully, ONGC VIDESH will consider and take a decision on OEC recommendations. Key executive shall communicate the decision of ONGC VIDESH to the contractor, If decision of ONGC VIDESH is acceptable to the contractor, a settlement agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed within 15 days of contractor's acceptance and same shall be authenticated by all the OEC Members.

23. The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of OEC proceedings, However, it does not mean that any action beyond the timelines will be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.

24. The parties shall keep confidential all matters relating to the conciliation proceedings including minutes of OEC meeting and Recommendations of OEC. Parties shall not rely upon them as evidence in any Forum / arbitration / court proceeding, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,

- a. views expressed or suggestions made by the other party in respect of a possible settlement of the dispute
- b. admissions made by the other party in the course of the OEC proceedings;
- c. proposals made by the OEC;
- d. the fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.

25. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. This stipulation will not apply to disclosure made by ONGC VIDESH to Govt, of India or its authorities, if required.

26. Subject to terms and conditions contained in the above paras, the provisions of the Part III of Arbitration and Conciliation Act, 1996 shall be applicable to the conciliation proceedings and the parties and the OEC members shall be bound by the same.

27. Fees and facility to the OEC Members

1. OEC members shall be entitled for the following fees and facilities (All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings):

Sl. No.	Fees/ Facility	Entitlement	To be paid by
i.	Fees	Rs. 20,000 per meeting subject to maximum of Rs. 2,00,000 for the whole case. In addition, one OEC member chosen by OEC shall be paid an additional amount of Rs. 10,000 towards secretarial expenses in writing minutes / OEC Recommendations.	Contractor
ii	Fee for attending meeting to authenticate the settlement agreement	Rs. 10,000	Contractor
iii	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day	Contractor
iv	Venue for meeting	ONGC VIDESH conference rooms/Hotels	ONGC VIDESH
Facilities to be provided to the out -stationed member			

v	Travel from the city of residence to the city of meeting	Business class air tickets/ first class train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.	Contractor
vi	Transport to and fro airport / railway station in the city of residence	Car as per entitlement or Rs. 3,000	Contractor
vii	Stay for out stationed members	5 Star Hotel	ONGC VIDESH
viii	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day	Contractor

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.

31.0 PATENT INDEMNITY

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

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

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

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

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

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

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

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

32.0 INDEPENDENT CONTRACTOR STATUS:

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

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

33.0 EXPORT/RE-EXPORT CONTROL RESTRICTIONS:

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

34.0 INTEGRITY PACT:

The Integrity pact, duly signed by the authorized official of ONGC VIDESH 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) 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 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 that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, ONGC VIDESH shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

37. Consideration of representations on post contract issues submitted by the bidders to Independent External Monitors (IEMs)

The bidders may raise disputes / complaints, if any, either with the designated Competent Purchase Authority (CPA) in ONGC VIDESH or with concerned Director of ONGC VIDESH or directly with the IEM c/o Chief Vigilance Officer, ONGC VIDESH, Pandit Deen Dayal Upadhyaya 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.

**Proforma of Bank Guarantee 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. Limited, incorporated under the Companies Act, 1956, having its Registered Office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070, India and one of its offices at _____ (hereinafter referred to as 'ONGC VIDESH', 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 having agreed that the CONTRACTOR shall furnish to ONGC VIDESH a performance guarantee for Indian Rupees for the faithful performance of the entire CONTRACT.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs. (in figures) _____ (Indian Rupees in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by ONGC VIDESH 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 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 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 may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that ONGC VIDESH 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 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 or any indulgence by ONGC VIDESH 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 under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till ONGC VIDESH 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 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.(in figures) _____ (Indian Rupees in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

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

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

(Signature)

Full name and official
address (in legible letters)

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable at the place from where the CONTRACT has been placed. The non-judicial stamp paper /franking receipt should be either in name of the issuing bank or the contractor.
2. The expiry date as mentioned in clause 9 should be arrived at by adding 60 days to the CONTRACT completion date unless otherwise specified in the bidding documents.
3. The bidders will give Bank Guarantee 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.

Declaration of independence and impartiality by OEC Member

To,

1. ONGC VIDESH

2. Contractor

Subject: Declaration of independence and impartiality by OEC Member in the dispute between ONGC VIDESH.....And.....under Contract No.....

I, the undersigned, hereby accept to act as Member of the Expert Committee and conciliate in the disputes under reference between the parties above named.

I confirm that I am aware of the requirements of law particularly of the Arbitration and Conciliation Act, 1996, to act as a conciliator. I am able to act as conciliator and am available to act as Member of the Expert Committee.

I hereby declare that I am independent of each of the parties and have no ownership interest in any part of the contract under reference or any financial interest in the said contract. I have no interest in the outcome of the dispute or its settlement.

I hereby affirm that I shall act with honesty, integrity, diligence, and will remain independent and impartial while discharging my duties as conciliator/OEC Member. I will disclose any interest or relationship with the parties or the subject matter which might compromise in any manner my ability or capacity to remain impartial and independent in the matter.

The fees and other facilities offered to me and the terms and conditions contained in the appoint letter and guidelines issued by ONGC VIDESH are acceptable to me. I will not demand for enhancement of the same.

(Signature)

Name:

Address:

Phone:

Email:

Date:

STATEMENT OF CLAIM(S)/COUNTER CLAIM(S)

1. Chronology of the dispute
2. Brief of the contract
3. Brief history of the dispute:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

SI no	Description claim(s)/Counter Claim	Amount (in USD/INR)	Relevant contract Claus

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Statement of Claims may kindly be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of claims. The statement of claims is to be submitted to all OEC members, to other party and to the office of Chief Legal Services, by post as well as mail.

SCOPE OF WORK

1. INTRODUCTION AND GUIDELINES

1.1 The scope of work of the tender has two parts:

Part-I: The audit firm/body corporate shall carry out a comprehensive internal audit of

(A) Corporate Office of ONGC Videsh Limited, New Delhi for FY 2018-19 & FY 2019-20. Detailed scope is available at Para 2.1 hereunder.

(B) Overseas Offices/Subsidiaries of ONGC Videsh Limited for FY 2018-19 & FY 2019-20 as detailed at Para 2.2. Indicative level of activities at various overseas offices/subsidiaries is detailed at Table 1, 2 & 3 in Appendix-1.

Part-II: The audit firm/body corporate shall carry out a comprehensive internal audit of MECL & PIVSA as detailed at Para 3.0 hereunder. Indicative level of activities is detailed at Table 4 in Appendix-1.

1.2 The scope of Internal Audit encompasses the examination and evaluation of the adequacy and effectiveness of the organization's system of internal control. It covers the following Audit areas:

- Review the existing policies and procedures and comment on adequacy of the same for internal control purposes.
- Reviewing the systems established to ensure compliance with policies, plans, procedures, laws, and regulations, which could have a significant impact on operations, and reporting on whether the organization is in compliance,
- Reviewing the means of safeguarding assets and, as appropriate, verifying the existence of such assets.
- Reviewing and appraising the 3Es i.e. economic, efficiency and effectiveness with which resources are employed and utilized.
- Review individual transactions on a test check basis to ensure compliance with laid down policies and procedure of the organization, key local laws and legislations.
- Measures to improve the internal control and compliance process.

1.3 The broad scope of work comprises the following:

- Carrying out risk based internal audit and identifying control gaps.
- Discussion with operational management, recommending and development of action plans.
- Making presentations to the Senior Management and Audit Committee.
- Monitoring implementation of agreed action plans.

1.4 The Special Conditions related to this Scope of Work is placed at Appendix-2.

1.5 The Price Format for submission of prices for various activities has been provided in the tender document. Bidders must submit prices as per the format provided in the tender for the complete scope of work under Part-I or Part-II or both.

2. PART-I OF SCOPE OF WORK

2.1 INTERNAL AUDIT CORPORATE OFFICE OF ONGC VIDESH LIMITED AT NEW DELHI OFFICE:

The Audit Firm would carry comprehensive internal audit at the Corporate Office in New Delhi for following functions:-

- 1 Finance & Accounting (Four reviews per financial year i.e. one review each quarter)**

- a) Review of System including internal financial controls its adequacy and effectiveness
- b) Authorization of expenses and payments
- c) Cash & bank and treasury management
- d) Accounts reconciliations
- e) Revenue & receivables
- f) Fixed Assets accounting
- 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 Accounting Standards 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) Review of the consolidated financial statements of the company from the management control perspective of various assets, liabilities etc. 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.

2 Personnel & Administration (One Review per financial year)

- a) Policies & Procedure for Human Resource Management and Training
- b) Statutory/ Local compliances requirements and status
- c) Payroll processing including foreign payroll

3 Enterprise Risk Management (One Review per financial year)

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

4 Marketing (One review per financial year)

- a) Review of Process employed/strategy for Marketing
- b) Deal Pricing and Structure
- c) Marketing research-identification of markets/segments
- d) Performance Evaluation

5 Business Development/Planning (One Review 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 performance

6 Material Management (Two reviews per financial year i.e. one review in any two quarter)

- 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.

7 Information Technology General Control (ITGC) (One review 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 four projects in each quarter but all projects to be covered in each financial year)

- 1) Sakhalin-1, Russia
- 2) Block 5A (SPOC), South Sudan
- 3) Blocks RC-9, RC-10, CPO-5, SSJN-7 and GUA Off-2, Colombia
- 4) Blocks A-1 & Block A-3 including pipeline projects, Block B2 & Block EP3, Myanmar
- 5) Block 06.1 & Block 128, Vietnam
- 6) Satpayev, Kazakhstan
- 7) ACG Project and BTC pipeline, Azerbaijan
- 8) Mozambique Project
- 9) BC-10 & BM-SEAL-4, Brazil
- 10) GNPOC Project, Sudan
- 11) GPOC Project, South Sudan
- 12) Imperial Energy, Russia
- 13) Vankorneft, Russia
- 14) Sancristobal Project and Carabobo Project, Venezuela
- 15) Mansarovar Energy (MECL) and Block LLA-69, Colombia
- 16) Block SS-04 & SS-09, Bangladesh
- 17) Block PEP 57090, New Zealand
- 18) Block 2112A, 2012A, 2012B and 2113B, Namibia
- 19) Lower Zakum offshore project, Abu Dhabi
- 20) Any other project to be notified by the company

The following shall be the area of audit:-

- a. Project Management - systems, procedures & policies
- b. Project Coordination, Planning and Budgeting
- c. Project execution and monitoring
- d. Cash Call Management- Processing and verification
- e. Compliance requirements including of the PSC/JOA and status
- f. Entitlement v/s Production

9 Review and follow up on previous year's internal audit observations.

10 Two half yearly testing (per year) of IFC (Internal control over financial reporting), operational effectiveness assessment for all applicable business processes in Corporate office, branches and projects of ONGC Videsh. Review

of the applicability of defined key controls at corporate office/overseas locations and suggest recommendations to update the same.

2.2 INTERNAL AUDIT OF OVERSEAS OFFICES AND SUBSIDIARIES OF ONGC VIDESH LIMITED

2.2.1 Representative Offices:

The audit scope would cover both compliance and substantive work on a test check basis which would include Budgetary controls, authorization for expenditure, bank operations, reconciliation, balance confirmation and petty cash, employee payments (both locals and expatriates), contractors payments, compliance of taxes and duties, book-keeping including checking the process of statutory auditing, asset accounting including fixed asset verification, purchases and hiring and general review of IT security and HSE.

Locations:

1. Caracas/Puertla Cruz (Venezuela);
2. Astana and Atyrau (Kazakhstan);

2.2.2 Subsidiaries and offices having substantial activity:

OPTIONAL OFFICES- Other overseas offices added on need basis

The audit scope would cover both compliance and substantive work on a test check basis which would include the following areas:

- a. Overall Management including compliance with the defined organization structure; defined delegation of authority, defined related operating procedures and guidelines; requirement of PSC/EPSCA/concessionary agreements/licenses/JOAs, compliance with the key local statutory / regulatory requirements including tax, company registration etc.
- 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, book keeping and statutory audits including adequacy of software/systems used, local administration, insurance including scope for global policy, fixed assets, inventory.
- c. Accounting and physical verification procedure, principal office overheads etc.
- d. Operations, Procurement and Others including exploration operations management, drilling, production, tendering and sub-contracting, materials and inventory management, purchase verification, maintenance management, general review of IT security, HSE and logistics policies and application (No technical review is envisaged during the audit).
- e. HR policy procedure, recruitment and training, payroll, loans and advances etc.
- f. Testing of IFC (Internal controls over financial reporting) for the respective location in their yearly audit review

Locations:

1. Bogota (Colombia)

2. Yuzhno Sakhalinsk (Russia)
3. Ho Chi Minh City (Vietnam)
4. Baku (Azerbaijan)
5. Imperial Energy (Tomsk and Moscow, Russia)
6. ONGC Campos Ltd., Rio (Brazil)
7. ONGC Nile Ganga B.V. in
 - a. Khartoum, Sudan,
 - b. Juba, South Sudan,
 - c. Amsterdam, (Netherlands)
8. Yangon (Myanmar)
9. Maputo (Mozambique)
10. Houston (USA)
11. Dhaka (Bangladesh)
12. Singapore
13. Namibia
14. Abu Dhabi

2.2.3 IMPORTANT NOTE:

1. For overseas offices/subsidiaries, the audit may be conducted from the Corporate Office of ONGC Videsh at Delhi wherever the total expenditure is less than USD 5 million.
2. Audit of Country office, Juba (South Sudan) shall be subject to security situation.

2.3 Operational Methodology:

The audit firm/body corporate shall give a brief description of the manner in which the proposed assignment shall be handled. The Audit firm should commit that they are capable to handle all works as defined in the scope of work.

2.4 ANY ADDITIONAL AUDIT ASSIGNMENT NOT COVERED IN THE CONTRACT

In case of any additional internal audit assignment to be taken up on advice of ONGC Videsh, the hourly rates of fee, if available in the contract, will be binding on the successful bidder. However, in all cases, formal written approval along with the cap on fees will be conveyed by ONGC Videsh to the successful bidder before start of any such work after mutual agreement.

3. PART-II OF SCOPE OF WORK FOR INTERNAL AUDIT AT MECL & PIVSA

The scope of audit will be as under:

1. **For MECL:** The audit needs to be conducted once during two years' contract period and the audit coverage will be for CY2017 & CY2018
2. **For PIVSA:** The audit needs to be conducted once during two years' contract period and the audit coverage will be for CY2017 & CY2018

For Part-II of Scope of Work, the final engagements would be optional and made directly by the respective subsidiary of ONGC Videsh Ltd. and payment would be made in US Dollars.

The Internal Auditor shall conduct auditing as detailed hereunder:

Audit Areas	Scope
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Overall Management	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.
Financial	(a) Financial Management
	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) Accounting System and Computer Software
	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, aging 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.
	(c) Work Programme & Budget (WP&B)
	Review budgets prepared and are based on definite work programs, are approved at appropriate levels of authority.
	Procedure to review budgets.
	Process to ensure expenditure sanctions are in line with the available budget.
	(d) General & Administrative and Operating & Support Expenses
	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 affiliates have proper job request order and verify the basis of the rate charged.
	(e) Cash Management

	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.
	(f) Insurance Expenditures & Claims
	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.
	(g) Fixed Assets
	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.
	(h) Taxes and Legal cases
	Review the compliance with various applicable taxes, Filing of Return and Other Compliances.
Operations	(a) Project Management and Operations Management
	(b) Development Schemes: Assumption v/s actual performance.
	(c) Production
	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.
	(d) Drilling
	Procedure to prepare Drilling Plan and adherence of execution / performance is commensurate with the Plan.
	Process of conducting technical and cost analysis for monitoring daily drilling performances.
	Turn around 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.
	(e) Tendering and Procurement
	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.
	(f) Materials & Inventory
	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).
	Review of High value non-moving/slow moving inventory.
Human Resource	HR policy procedure, recruitment and training, payroll, loans and advances etc.
General Management	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 Limifof Authority (LOA).
	To review the Management Information/Reporting System.
	Overall system of documentation. Computerisation, back up.
Budget	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.

Projects/ Engineering	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.
Production	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.
	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.
Drilling	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.
Other Service/Aspects	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.
	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
Finance	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 by the Ministry.
	Bank reconciliations in local currency and foreign currency.
	Review of accounts receivable from PDVSA
	Reconciliations of VAT tax credits and debits.
	Movement has accounting - tax credits to recover if 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.
	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.

Appendix-1 to Scope of Work

Table 1: Assessment of Activity levels of overseas offices - for Internal Audit scope

<u>Office</u>	<u>Astana, Atyrau Kazakhstan</u>	<u>Baku, Azerbaijan</u>	<u>Sakhalin- 1 Russia</u>	<u>ONGBV Khartoum Office Sudan</u>	<u>ONGBV Juba Office South Sudan</u>	<u>ONGBV Office Amsterdam</u>	<u>Ho Chi. Vietnam</u>	<u>Yangon Office Mynamar</u>	<u>Namibia</u>	<u>Banglade sh</u>
Information										
Actual/Estimated expenditure p.a USD Mn	Atyrau – 102 000 USD (8500 per month)	0.56	0.350	4.7 (Includes ONGC Videsh TASA Billing)	0.6	USD 1.0 Million	0.83 Mn	0.3Mn	USD 30.37 Million	0.3mn
No. Of estimated Transactions of Bank Payments/ Receipts	Atyrau – 120 transactions (10 max. per month)	275	1120	700	325	1500	380	150	100	180
Estimated No. Of Contracts and Purchase orders	Atyrau – 5 contracts	34	25	05	6	30	10	-	-	-
Number of Physical Assets	Atyrau - 4	77	79	250	116	77	2	42	-	4
Activity Confirmations/ Comments										

Budgetary Controls	Yes, G&A Cost	Yes, G&A Cost	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Authorisation for Expenditure	Yes, G&A Cost	Yes, G&A Cost	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bank Operations, Reconciliation. Balance Confirmation and Petty Cash	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<u>Office</u>	<u>Astana, Atyrau Kazakhstan</u>	<u>Baku, Azerbaijan</u>	<u>Sakhalin-1 Russia</u>	<u>ONGBV Khartoum Office Sudan</u>	<u>ONGBV Juba Office South Sudan</u>	<u>ONGBV Office Amsterdam</u>	<u>Ho Chi. Vietnam</u>	<u>Yangon Office Mynamar</u>	<u>Namibia</u>	<u>Banglade sh</u>
Employee Payments (Local Staff)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes (local staff may be employed)	Yes (local staff to be employed soon)
Contractual Payments	Yes, G&A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Compliance of Taxes and duties	Yes, G&A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Book Keeping	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
Cost Recovery	No	No	No	No	No	No	No	No	No	No
Statutory Auditing	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Asset Accounting & Physical Verification	Minimal assets	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes
Purchase & Hiring	G&A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
General Review of IT Security & HSE	Minimal	Minimal	Minimal	Minimal	Minimal	Minimal	Minimal	Minimal	Minimal	Minimal
Submission of Periodic records to Regulator	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Submission of Annual Reports to Tax Dept.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Table 2: Assessment of Activity Levels of Overseas Offices- for part –I of scope of work

<u>Office</u>	Caracas Venezuala	Bogota Colombia	Mozambique, Maputo	Huston, USA	Abu Dhabhi
Information					
Actual/Estimated expenditure p.a USD Mn	0.85	16.7	0.3	2.5	USD 104.00 Million
No. Of estimated Transactions of Bank Payments/ Receipts	200	700	360	386	90
Estimated No. Of Contracts and Purchase orders	4	42	14	15	03
Number of Physical Assets	85	50	178 grouped in 7	147	01
Activity Confirmations/ Comments					
Budgetary Controls	Yes, G&A Cost	YES	Yes	Yes	Yes, G&A Cost
Authorisation for Expenditure	Yes, G&A Cost	YES	Yes	Yes. G&A costs.	Yes, G&A Cost
Bank Operations, Reconciliation. Balance Confirmation and	Yes	YES	Yes	Yes. G&A costs.	Yes

Petty Cash					
Office	Caracas Venezuala	Bogota Colombia	Mozambique Maputa	Huston USA	Abu Dhabhi
Employee Payments (Local Staff)	Yes	YES	Nil	No	No
Contractual Payments	Yes	YES	Yes	Yes	Yes
Compliance of Taxes and duties	G&A	YES	Yes	Yes	Yes,G&A Cost
Book Keeping	Yes	YES	Yes	G&A cost	Yes
Cost Recovery	Yes	NO (ANH CONTRACTS)	Yes	No	No
Statutory Auditing	Yes	YES	Yes	-	Yes
Asset Accounting & Physical Verification	Yes, minimal assets	YES	Yes	-	Yes
Purchase & Hiring	G&A	YES	Minimal	Minimal	Yes
General Review of IT Security & HSE	Minimal	MINIMAL	G&A	Minimal	Minimal
Submission of Periodic records to Regulator	Yes	YES	Minimal	minimal	N/A
Submission of Annual Reports to Tax Dept.	Yes	YES	Yes if applicable	Yes	Yes

Table 3: Estimated Levels of Activity of Subsidiary for part –I of scope of work

Subsidiary	Estimated Expenditure US\$ Mn	No. of Estimated Transactions of Bank Payments/Receipts	No. Of Contracts And Purchase Orders	No. Of Employees		No. Of Physical Assets
				Expats	Local	
Imperial Energy, Russia	72.65	10810	1068	9	553	5345
OCL, Brazil	280.63	1400	30	2	3	170
OVSL, Singapore	1.5	450	-	2	2	-

Table 4: Estimated Levels of Activity of Jointly Managed Entities- (For part -II of scope of work)

Subsidiary	Estimated Expenditure US\$ Mn	No. of Estimated Transactions of Bank Payments/Receipts	No. Of Contracts And Purchase Orders	No. Of Employees		No. Of Physical Assets
				Expats	Local	
MECL	203.60 Include OPEX and CAPEX	Bank Payments: 5.404 Receipts: 99	Total 3.535	6	704	28.479
PIVSA	115.30	783	110	5	230	247

Appendix-2 to Scope of Work

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):

Team Lead:	The lead audit member should be from India having qualification of CA/ICWA and an experience of at least 10 years in Upstream Oil & Gas Company.
Core Team Members:	In addition to Team Lead, there shall be core team members in the audit team having qualification of CA/ICWA and an experience of at least 5 years in Upstream Oil & Gas Company. For audit conducted at the Corporate Office, Delhi, there should be at least one core team member who shall have SAP certification (preferably in MM/FI module).
Additional Team Member(s) for overseas subsidiaries/offices	For audit conducted at overseas subsidiary/office/locations, the audit team should mandatorily have at least one finance member from the respective country of audit having the knowledge of local language besides English as stated in Para 1.4 below.

- 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. 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.
- 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.
- 1.4 For audits to be conducted at overseas locations, the number of audit team members would be as follows:

Subsidiary/Office	Minimum number of members
Imperial Energy (Tomsk and Moscow, Russia)	Three including local finance member having the knowledge of local language besides the English language.
ONGC Nile Ganga B.V. (Amsterdam, Netherlands; Khartoum, Sudan; and Juba, South Sudan)	Two

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/Puertla Cruz (Venezuela)	Two including local finance member having the knowledge of local language besides the English language.
Astana and Atyrau (Kazakhstan)	Two including local finance member having the knowledge of local language besides the English language.
Houston (USA),	Two
Ho Chi Minh City (Vietnam)	Two including local finance member having the knowledge of local language besides the English language.
Dhaka , Bangladesh	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.
Namibia	Two including local finance member having the knowledge of local language besides the English language.
Singapore	Two
Abu Dhabi	Two including local finance member having the knowledge of local language besides the English language.

2. AUDIT SCHEDULE AND LIQUIDATED DAMAGES

2.1 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.

(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 2018-19 will be 30th June'2018 and the final Audit Report shall be submitted latest by 15th August 2018.

However, for the first quarter of 2018-19, Auditor should submit Final Audit Report to ONGC Videsh within 45 (forty five) days of the date of award of the contract.

(B) For Internal Audits conducted at overseas offices/subsidiaries:

The Auditor must complete four overseas office/subsidiaries every Quarter. Auditor must submit Final Audit Report to ONGC Videsh within 30 (thirty) days after date of completion of its visit of respective overseas office/subsidiaries.

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

In case MECL & PIVSA, Auditor must submit Final Audit Report to ONGC Videsh within 30 (thirty) 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 ½ % 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 ½ % 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)	:	20% of the Annual Fee for the year
Phase II (Q2)	:	20% of the Annual Fee for the year
Phase III (Q3)	:	20% of the Annual Fee for the year
Phase I V (Q4)	:	40% 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/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.

BID EVALUATION CRITERIA

A. Vital criteria for acceptance of bids:-

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, 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. Thereafter, if exceptions/deviations are maintained in the bid by the bidder, such conditional/ non-conforming bids shall not be considered and may be rejected outright.

B. REJECTION CRITERIA

B.1 TECHNICAL REJECTION CRITERIA

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

- 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.

2.0 Eligibility and Experience of the Bidder

- 2.1 The Bidder 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.
- 2.2 Bidder may submit bid for complete scope of work of the tender or only for Part-I or Part-II 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.

- 2.3 In case Bidder is submitting bid for complete scope of work or Part-I of the Scope of Work only, Bidder should have global presence having local office/tie-up in Russia, Sudan, Azerbaijan, Brazil, Colombia, The Netherlands, Myanmar, Venezuela, Kazakhstan, Mozambique, Bangladesh, USA, Vietnam, Singapore, Namibia, Abu Dhabi and also presence in National Capital Region/Delhi, India.
In case the bidder is submitting bid only 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 & Venezuela.

The bidder should submit details in this regard in their techno-commercial bid in following tabular format:

SI	Country	Type of presence (Office or tie-up)	Brief Details	Details of document attached as proof

The bidder should also submit an undertaking that the local office/tie-ups 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.

- 2.4 Bidder should have carried out minimum two assignments of statutory or internal audit covering upstream operations of any Oil & Gas Company(ies) having a turnover of minimum Rs. 10,000 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.

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.

To this effect, Bidder should submit

- (a) Details of the contract(s) executed as per following format along with copies of respective contracts and documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited in the format.

S I	Contra ct No. & Date	Period of contract		Client Nam e & Cont act Detail s	<i>Brief Details of Client's Upstream Oil & Gas Operation covered in the Audit work</i>	Client's Turnover			Details of docume nts attached
		Start date	End date			Currenc y	Amoun t	Financial Year & Closing Date	

- (b) Self-certified copy of any document like P&L Statement or Annual Report of the client showing the annual turnover for the particular financial year of the audit as shown in the above format.

2.5 Qualification and Experience of Audit Team to be deployed

The successful bidder should deploy Audit team consisting of following members:

Team Lead:

The lead audit member should be from India and having qualification of CA/ICWA and an experience of at least 10 years in Upstream Oil & Gas Company(ies).

Core Team Members:

In addition to Team Lead, there shall be core team members in the audit team having qualification of CA/ICWA and an experience of at least 5 years in Upstream Oil & Gas Company(ies).
For Part – I of Scope of Work, audit conducted at the Corporate Office, Delhi, there shall be at least one core team member who shall have SAP certification (preferably in MM/FI module).

For conducting internal audits of overseas subsidiaries/offices, the audit team to be deployed by the successful bidder shall be as under:

Subsidiary/Office	Minimum number of members
Imperial Energy (Tomsk and Moscow, Russia)	Three including local finance member having the knowledge of local language besides the English language.
ONGC Nile Ganga B.V. (Amsterdam, Netherlands; Khartoum, Sudan; and Juba, South Sudan)	Two
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/Puertla Cruz (Venezuela)	Two including local finance member having the knowledge of local language besides the English language.
Astana and Atyrau (Kazakhstan)	Two including local finance member having the knowledge of local language besides the English language.
Houston (USA),	Two
Ho Chi Minh City (Vietnam)	Two including local finance member having the knowledge of local language besides the English language.
Dhaka , Bangladesh	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.
Namibia	Two including local finance member having the knowledge of local language besides the English language.

Singapore	Two
Abu Dhabi	Two including local finance member having the knowledge of local language besides the English language.

To this effect, Bidders should submit followings in their techno-commercial bid:

- (A) Details of the Team Lead and Core Team members as per following format along with CVs of the individuals:

Name of member	Qualifications & Certifications	Total Years of working experience	No. of years of experience in Upstream Oil & Gas Company	Role of the person in the proposed assignment

- (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.
- (C) 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. 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.

B.2 Commercial rejection criteria

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

1.0 The bid along with all appendices and copies of documents including EMD document should invariably be submitted in the designated folder(s) through the CPP portal, before the scheduled closing date and time for bid submission. Bids submitted in physical form shall not be given any cognizance.

All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. Bidder shall not upload any zipped file/folder(s).

Bidder shall ensure that the original bid security/EMD is delivered in a sealed envelope superscribed as “*Physical documents against e-procurement Tender Number....., due on*” to the Tender Inviting Office latest by the scheduled closing date & time of bid submission. In case bidder is eligible for exemption from submission of EMD, as per tender conditions, bidder should submit the supporting documents online only.

2.0 Bids shall be submitted following two bid system in CPP Portal. The Techno Commercial (unpriced) bid shall contain all details but with the price column of the price bid format blanked out. However, a suitable response shall be selected from the given options against each item of the Format at relevant Appendix (Bidders Response sheet) to indicate that there is a quote against that item in the Price bid. The Priced bid shall contain only the prices duly filled in as per the price bid format.

2.1 The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced) bid or at any stage before opening of price-bid shall be straightaway rejected.

3.0 Acceptance of terms & conditions:

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

4.0 Offers of following kinds will be rejected:

- (a) Offers made without submission of Original Bid Security/Bid Bond/Bank Guarantee.
- (b) Bid documents not submitted through CPP Portal.
- (c) Bids not uploaded in CPP Portal with the DSC of the authorized bid signatory.
- (d) Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.
- (e) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- (f) Offers which do not conform to ONGC VIDESH's price bid format.
- (g) Offers which do not confirm to the mobilization period indicated in the bid.
- (h) Offers which do not confirm to the contract period indicated in the bid.
- (i) Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids.
- (j) Offers not accompanied with a copy of valid registration certificate under GST Legislation of India.
- (k) Offers not accompanied with an undertaking to 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).
- (l) Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC VIDESH debarring them from carrying on business dealings with ONGC VIDESH.
- (m) Offers not accompanied with the undertakings on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by them against the tender are genuine.
- (n) Offers not accompanied with the prescribed undertakings asked in the tender document.

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

C. Price Evaluation Criteria

1.1 Evaluation of bids: - The bids shall be compared based on the total price quoted inclusive of all taxes & duties as per the Price Format for Part-I and Part-II separately.

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.

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.

Bidder should note that for Part-I of the SoW, contract award/ billing/ payment will be done by ONGC Videsh, New Delhi. For Part – II of the SoW, contract award/ billing/ payment will be done by MECL and PIVSA respectively.

Total price inclusive of GST as applicable shall be taken for evaluation.

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.

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 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.

1.4 Purchase preferences to micro and small enterprises (MSE) registered with district industry centers or khadi and village industries commission or khadi and village industries board or coir board or national small industries corporation or directorate of handicrafts and handloom or any other body specified by ministry of MSME.

In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, following order of preference will be adopted:

- a) MSEs owned by SC/ST,
- b) Other MSEs.

For invitation to match L1 price, the ranking based on the price bids will be followed.

D. General:

1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
2. 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.
3. Onsite inspection/supervision will be carried out by ONGC Videsh's officers / representative /Third Parties at the discretion of ONGC Videsh.

BID MATRIX

BEC Clause No.	BID EVALUATION CRITERIA	COMPLIANCE	Reference to page nos. of the bid document, if any
A.	Vital criteria for acceptance of bids:-		
	Has bidder taken any exceptions/deviations in their bid?	Yes / No	
	If yes, whether bidder has indicated the same specifically in their bid?	Yes / No	
B.1	Technical Rejection Criteria:		
1.0	Whether the bid is complete & covering entire scope of work as per the tender document (Annexure III)?	Yes / No	
2.0	Eligibility and experience of the bidder:-		
	2.1 Is the Bidder an audit firm/body corporate legally permitted to work as Internal Auditor to ONGC Videsh Limited as per Indian Law?	Yes / No	
	Has the Bidder submitted an undertaking to this effect and their registration number in India along with the techno-commercial bid?	Yes / No	
	2.2 Whether the bidder has submitted bid for part or full scope of work?	Part-I/Part-II /Both	
	Whether Bidder has submitted 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.	Yes / No	
	2.3 Whether the Bidder has furnished details of their global presence having local office/tie-ups as per the BEC Clause requirement?	Yes / No	
	Whether bidder has presence in National Capital Region/Delhi, India and provided details?	Yes / No	
	Whether the bidder should also submit an undertaking that the local office/tie-ups 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	Yes / No	

BEC Clause No.	BID EVALUATION CRITERIA	COMPLIANCE	Reference to page nos. of the bid document, if any
	2.4 Whether Bidder has carried out minimum two assignments of statutory or internal audit covering upstream operations of any Oil & Gas Company(ies) having a turnover of minimum Rs. 10,000 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?	Yes / No	
	Whether bidder has submitted the details along with supporting documents as per the BEC requirement?	Yes / No	
	2.5 Whether bidder has complied with clause 2.5 of BEC with regard to 'Audit Team'?	Yes / No	
	Whether bidder has submitted the resumes in compliance to the above clause?	Yes / No	
	Whether bidder has submitted the undertaking & the confirmation as per the BEC requirement?	Yes / No	
B.2	Commercial Rejection Criteria:		
	The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.		
1.0	The bid along with all appendices and copies of documents including EMD document should invariably be submitted in the designated folder(s) through the CPP portal, before the scheduled closing date and time for bid submission. Bids submitted in physical form shall not be given any cognizance. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. Bidder shall not upload any zipped file/folder(s). Bidder shall ensure that the original bid security/EMD is delivered in a sealed envelope superscribed as " <i>Physical documents against e-procurement Tender Number, due on</i> " to the Tender Inviting Office before the scheduled date of opening of the unpriced bids in the CPP Portal.	Yes / No	
2.0	Bids shall be submitted following two bid system in CPP Portal. The Techno Commercial (unpriced) bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark (✓) or confirmation shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format.	Yes / No	

BEC Clause No.	BID EVALUATION CRITERIA	COMPLIANCE	Reference to page nos. of the bid document, if any
2.1	Whether prices have been disclosed with techno-commercial (un-Priced bid)?	Yes / No	
3.0	Has the bidder confirmed unconditional acceptance of General Conditions of Contract at Annexure II and Instruction to Bidders at Annexure I of the tender document?	Yes / No	
4.0	(a) Whether bidder has submitted bid security as per tender?	Yes/No	
	(b) Whether bid is submitted through CPP Portal?	Yes/No	
	(c) Whether bidder has submitted original offer signed digitally with the DSC of the authorized bid signatory?	Yes/No	
	(d) Whether bid validity is for 90 days?	Yes/No	
	(e) Whether quoted prices are firm during the entire period of contract?	Yes/No	
	(f) Whether quoted prices are as per the price bid format of the tender document?	Yes/No	
	(g) Whether bidder has accepted the mobilization period?	Yes/No	
	(h) Whether bidder has accepted the contract period?	Yes/No	
	(i) Whether bid is submitted with Integrity Pact?	Yes/No	
	(j) Whether bid is submitted with copy of valid GST registration certificate under GST legislation of India?	Yes/No	
	(k) Whether an undertaking to provide all the necessary compliances /Invoice /documents required under GST legislation for enabling ONGC Videsh to avail Input tax (GST) credit has been submitted?	Yes/No	
	(l) Whether bid is submitted with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC Videsh / ONGC debarring them from carrying on business dealings with ONGC Videsh?	Yes/No	
	(m) Whether bid is submitted with an undertaking on the bidding company's letter head and duly signed by the signatory of the bid that all the	Yes/No	

BEC Clause No.	BID EVALUATION CRITERIA	COMPLIANCE	Reference to page nos. of the bid document, if any
	documents/certificates/information submitted by them against the tender are genuine? (n) Whether bid is submitted with the undertakings asked in the tender document (Appendix – 11).	Yes/No	
5.0	Whether bidder is bearing within their quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract? Bidder shall also bear, within their quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.	Yes/No	
C.	Price Evaluation Criteria		
1.0	Whether bidder has agreed to the Price Evaluation Criteria at clause C of BEC?	Yes/No	
D	General		
1	Whether bidder noted that the BEC over-rides all other similar clauses operating anywhere in the Bid Documents?	Yes/No	
2	Whether bidder noted that 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 of this provision?	Yes/No	
3	Whether bidder noted that On Site inspection/supervision will be carried out by ONGC Videsh's officers/representative/Third Parties at the discretion of ONGC Videsh?	Yes/No	

PRICE FORMAT & BIDDER'S RESPONSE SHEET

(Enclosed / Attached separately)

Note:

1. The 'Bidder's Response Sheet' having a suitable response (by selecting from the given options against each item of the format) to indicate that there is a quote against that item in the Price Bid, should be submitted along with the Unpriced techno-commercial bid.

2. The 'Bidder's Response Sheet' & 'Price Format' is in the form of Excel file. The bidder is required to mandatorily fill in their response in the 'Bidder's Response Sheet' / 'Price Format'.

(To be executed on plain paper)**INTEGRITY PACT**

Between

ONGC Videsh Ltd (ONGC Videsh) hereinafter referred to as "The Principal",

and

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

Preamble

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

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

Section 1**Commitments of the Principal**

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

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

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

Section 2**Commitments of the Bidder/ contractor**

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

1. The Bidder / Contractor will not , directly or through any other person or firm , offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to

prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

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

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

Section 3

Disqualification from tender process and exclusion from future contracts

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

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

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

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

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

Section 4

Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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

Section 5

Previous transgression

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

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

Section 6

Equal treatment of all Bidders / Contractors / Subcontractors

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

(2) The Bidders(s) / Contractor(s) undertake(s) to procure from all the subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors / sub-vendors.

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

Section 7

Criminal charges against violating Bidders/Contractors/Subcontractors

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

Section 8

External Independent Monitor / Monitors (three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

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

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

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

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

(9) The word 'Monitor' would include both singular and plural.

Section 9

Pact Duration

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

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

Section 10

Other provisions

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

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

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

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

For the Principal

For the Bidder / Contractor

Place -----

Witness 1 : -----.

Date -----

Witness 2 : -----.