

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.

However, during evaluation of bids, ONGC Videsh may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.

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 (i.e. Single Bidder / Indian Joint Venture Company incorporated) 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 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 Bidder should have global presence having local office/tie-up in Russia, South Sudan, Azerbaijan, Brazil, Colombia, The Netherlands, Myanmar, Venezuela, Mozambique, Bangladesh, USA, Vietnam, Singapore, and Abu Dhabi and also presence in National Capital Region/Delhi, India.

In case the bidder is submitting bid also for Part-II of the Scope of Work i.e. for internal audit of MECL and PIVSA, then, bidder should have local office/tie-ups in Colombia & 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 |
|----|---------|-------------------------------------|---------------|---------------------------------------|
| | | | | |
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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 financial Audit (statutory/ internal) 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.

| SI | Contract No. & Date | Period of contract | | Client Name & Contact Details | Brief Details of Client's Upstream Oil & Gas Operation covered in the Audit work | Client's Turnover | | | Details of documents attached |
|----|---------------------|--------------------|----------|-------------------------------|--|-------------------|--------|-------------------------------|-------------------------------|
| | | Start date | End date | | | Currency | Amount | 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) | Two including local finance member having the knowledge of local language besides the English language. |
| ONGC Campos Ltda., Rio, Brazil | Two including local finance member having the knowledge of local language besides the English language. |
| Baku, Azerbaijan | Two including local finance member having the knowledge of local language besides the English language. |
| Yuzhno Sakhalinsk, Russia | Two including local finance member having the knowledge of local language besides the English language. |
| Bogota, Colombia | Two including local finance member having the knowledge of local language besides the English language. |
| Caracas/Puertla Cruz (Venezuela) | Two including local finance member having the knowledge of local language besides the English language. |
| Juba (South Sudan) | Two including local finance member having the knowledge of local language besides the English language. |
| Houston (USA), | Two including local finance member having the knowledge of local language besides the English language. |
| Ho Chi Minh City (Vietnam) | Two including local finance member having the knowledge of local language besides the English language. |
| 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. |
| Singapore | Two including local finance member having the knowledge of local language besides the English language. |
| 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.

3.0 In case the bidder is an Incorporated Indian Joint Venture Company, registered in India and incorporated under the Companies Act 1956 and any amendments there under, then the technical experience criteria laid down in the Technical BEC should be met as under:

(i) The Joint Venture Company by itself should meet the experience criteria
or
(ii) The Joint Venture Partner (who can be either a Indian or a foreign company) having a stake of at least 26% in the Joint Venture Company should meet the technical experience criteria stipulated in the tender on its own and cannot rely on any other arrangement such as Consortium or Supporting Company of the JV Partner for meeting the technical experience criteria. Documentary evidence in support of the above should be submitted along with the techno-commercial bid.

(iii) In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating they shall maintain minimum 26% shareholding in the JV till the execution of the contract

4 Details of experience and past performance of the bidder and incorporated joint venture partner (in case of a joint venture), on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at para 2.0 above.

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

COMMERCIAL BEC:

- Bidders are required to submit the following undertakings/declarations, on the company's letter head and duly signed by the signatory of the bid:

- a) I hereby undertake not to withdraw or modify or impair or derogate from the bid in any respect within the period of validity of this bid. I undertake that the information / documents furnished in this bid are not false, misleading or forged. I also undertake to furnish requisite performance security / PBG within stipulated time required as per GeM bid / RA conditions. I understand that GeM has the right to debar me from GeM portal as per GeM GTC and GeM Incident Management Policy for violation of this declaration / undertaking.
- b) We shall provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling ONGC Videsh to avail Input tax (GST) credit. (Not applicable for the bidder who are under composition levy)
- c) We hereby declare that neither we ourselves, nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC / ONGC Videsh debaring us from carrying on business dealings with ONGC Videsh.
- d) I/we undertake that all the documents/certificates/information submitted by us against the tender are genuine. In case any of the documents/certificates/information submitted by us is found to be false or forged, action as deemed fit may be initiated by ONGC Videsh at its sole discretion.
- e) I/We hereby undertake acceptance to the contract period indicated in the tender document.
- f) I/We hereby undertake acceptance to the mobilization period indicated in the tender document.
- g) I/We hereby undertake that I/We have read the ONGC Videsh's "Policy on Climate Change & Sustainability" and I/We am/are working upon to develop my/our policy as well.
- h) I/We hereby undertake that prices are firm during the entire duration of the contract and/or with any qualifications
- i) I/We undertake that all conditions as contained in the 'tender document (including the 'Service Level Agreement', Special Conditions of Contract and Scope of Work) as well as ALL the corrigendum / amendments/ instructions contained and published / uploaded in GeM, against the tender, before the deadline specified for submission of bids are acceptable to us unconditionally.
- j) I/We have quoted prices after taking into consideration all the tender terms and condition including corrigendum/amendments/instructions contained and published/uploaded in GeM, against the tender, before the deadline specified for submission of bids.
- k) I/We confirm that I/we have read the ONGC Videsh's QHSE Policy.
- l) /We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We certify that bidder M/s. _____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. _____(Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender.
- m) I/ We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I/We certify that bidder M/s. _____(Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

n) *I/We(Name of the bidder) hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the NIT, we will be suspended for the period as per GeM Policy.*

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

2. Bidders should not indicate/disclose prices in techno-commercial (un-priced bid). In case bidders indicate/disclose prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid, their bids shall be evaluated without giving any cognizance to such prices.

Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only.

If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price-bid, but has not indicated any price in its Price Bid, its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.

3 Bidder shall submit copy of valid registration certificate under GST Legislation of India.

4 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:

1.0 Evaluation of bids: -

Bidder has to quote for the PART – I of the Scope of Work in GeM, and the total value of the bid. For bidder quoting PART – II of Scope of Work i.e. INTERNAL AUDIT OF MECL & PIVSA , bidder need to submit only the breakup of the prices quoted

Evaluation will be done as per Prices Quoted by the bidder in GeM portal for PART I. Bidder shall consider following to derive the prices. Breakup after price bid opening shall also be submitted in following format only.

(A) FOR PART-I OF SCOPE OF WORK:

Withholding tax, if any, shall be borne by the bidder. ONGC Videsh shall make the payment after deducting the withholding tax as applicable under the provisions of the Income Tax Act and Rules and other applicable laws.

(I) INTERNAL AUDIT OF CORPORATE OFFICE AT DELHI:

The Lump sum fee for the Corporate Office at Delhi as per the scope of work is including all charges, taxes and duties, incidentals, out of pocket expenses.

| Particulars | Internal Audit of Corporate Office of ONGC Videsh Ltd. in Delhi as per Scope of Work | |
|---|--|----------------|
| | For FY 2022-23 | For FY 2023-24 |
| | A | B |
| A. Lump sum Amount including all taxes & duties excluding GST for Corporate Office, New Delhi as per scope of work (in INR) | | |
| B. GST as applicable in % | | |
| C. GST Amount (in INR) | | |
| D. Total Lump sum Amount including GST in INR | | |

(II) INTERNAL AUDIT OF OVERSEAS SUBSIDIARIES/OFFICES:

- a. **The Lump sum fee** for the overseas locations as per the scope of work is including all charges, incidentals, taxes and duties including prevailing GST except the Out of Pocket Expenses.
- b. **The Out of Pocket Expenses** will be payable only when overseas visit is undertaken as per the audit plan approved by ONGC Videsh and shall be reimbursed based on documentary proof of expense towards international travel, visa & registration, boarding, lodging, telephone/mobile, travel DA to audit team members etc. However, in all cases, the reimbursement of OPE shall be restricted to the Cap on OPE.

| Particulars | Lump sum Amount including all charges, taxes & duties except Indian GST (in INR) | | | | | |
|--|--|------------|-------|-------------------------------|------------|-------|
| | For First Year Scope of Work | | | For Second Year Scope of Work | | |
| | Lump sum fee | Cap on OPE | Total | Lump sum fee | Cap on OPE | Total |
| Caracas, Venezuela | | | | | | |
| Yuzhno Sakhalinsk, Russia | | | | | | |
| Ho Chi Minh City, Vietnam | | | | | | |
| Baku, Azerbaijan | | | | | | |
| Imperial Energy (Tomsk and Moscow, Russia) | | | | | | |
| ONGC Campos Ltda., Rio, Brazil | | | | | | |

| Particulars | Lump sum Amount including all charges, taxes & duties except Indian GST (in INR) | | | | | |
|---|--|------------|-------|-------------------------------|------------|-------|
| | For First Year Scope of Work | | | For Second Year Scope of Work | | |
| | Lump sum fee | Cap on OPE | Total | Lump sum fee | Cap on OPE | Total |
| ONGC Nile Ganga B.V. (Amsterdam, Netherlands) | | | | | | |
| Yangon, Myanmar | | | | | | |
| Bogota, Colombia | | | | | | |
| Houston, USA | | | | | | |
| Dhaka, Bangladesh | | | | | | |
| Maputo, Mozambique | | | | | | |
| Juba, South Sudan | | | | | | |
| Singapore | | | | | | |
| Abu Dhabi | | | | | | |
| Year-wise total (in INR) excluding Indian GST | | | | | | |
| GST as applicable in % | | | | | | |
| Year-wise Total including GST (in INR) | | | | | | |

Note:

- The variation, in prices for First Year and Second Year, respectively for 'Lump sum fee' and 'Cap on OPE' should not be more than 5%.
- In case new subsidiary/overseas office is added during the contract period, payment would be made as follows:
 - The Lump sum fee** would be minimum of quote for above listed subsidiaries/overseas offices for respective year.
 - Out of Pocket Expenses** would be restricted to the minimum of OPE quote for above listed subsidiaries/overseas offices for respective year. OPE would be payable only when overseas visit is undertaken as per the audit plan approved by ONGC Videsh and shall reimbursed at actual on documentary proof of expense towards international travel, visa & registration, boarding, lodging, telephone/mobile, travel DA to audit team members etc.

(III) HOURLY RATES FOR ADDITIONAL ASSIGNMENT, IF ANY:

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

| Type of Audit Team Member | Hourly rate in INR (excluding Indian GST) |
|---|--|
| i. Partner | |
| ii. Audit Member | |
| iii. Local Audit member (for overseas location) | |

| | |
|---|--|
| <u>TOTAL CONTRACT VALUE FOR PART – I OF SCOPE OF WORK [Total for (I) & (II) above] inclusive of all taxes and duties in INR (this value to be quoted in GeM)</u> | |
|---|--|

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

- a. wherever the total expenditure is less than USD 5 million.
- b. at the discretion of ONGC Videsh.

(B) FOR PART-II OF SCOPE OF WORK (i.e. INTERNAL AUDIT OF MECL & PIVSA):

1. The scope of audits of MECL and PIVSA will be as under:
 - A. **For MECL:** The audit needs to be conducted once during two years' contract period and the audit coverage will be for CY 2021 & 2022.
 - B. **For PIVSA:** The audit needs to be conducted once during two years' contract period and the audit coverage will be for CY 2021 & CY 2022.
2. For audit of MECL & PIVSA, the formal engagements would be assigned by the respective subsidiary for contract/invoicing and payments purpose and payment would be in US Dollars. Hence, Bidders should quote lump sum amounts **excluding Indian GST**.
3. Withholding tax, if any, shall be borne by the bidder. ONGC Videsh shall make the payment after deducting the withholding tax as applicable under the provisions of the Income Tax Act and Rules and other applicable laws.

| Particulars | Lump Sum Amount in USD (Excluding Indian GST) | | |
|---|--|------------|-------|
| | Lump sum fee | Cap on OPE | Total |
| A. Internal Audit of MECL as per scope of work | | | |
| B. Internal Audit of PIVSA as per scope of work | | | |
| Total in USD (i.e. A+B) | | | |

1. Payments will be made after satisfactory completion of the services strictly as per scope of work and other terms & conditions of this tender/contract.
2. There is no minimum guaranteed work or payment against this tender/contract. The quantities mentioned in the Scope of Work are indicative only. The decision of the OVL in this regard shall be final and binding on the bidder/contractor.

3. The bidder should quote lump sum fee for the assignment including all taxes and duties for MECL & PIVSA as per the scope of work.
4. Ceiling for OPE expenses including expenses for international travel, boarding, lodging, telephone/mobile etc. for MECL & PIVSA.
5. The prices shall remain firm throughout the period of the contract. No price escalation on any ground whatsoever will be allowed. Any partial or total deviation on this account shall render the offer liable for rejection.

- 1.2 Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable on the scheduled date of submission of Price Bids and ONGC 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.

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

GST and Customs Duty if any applicable, on input services /capital goods/inputs required to meet the scope of work will be borne by the Bidder within their quoted prices. The bidder must avail eligible input tax credit of GST and Customs Duty paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to ONGC by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.

- 1.3 As GST is being taken into account for the purpose of evaluation of bids, then the rate of GST as prevailing on the date of bid closing will be taken into consideration for the propose of evaluation of bids. However, if there is any change in the rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of bidders, then the bidder who has emerged lowest based on the rate of GST as prevailing on the date of bid closing would be considered for award of contract but subject to matching his prices with the bidder who has emerged lowest as a result of modification in GST. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to change in GST rate.

- 1.4 **PURCHASE PREFERENCE POLICY (IES):** Tendered services in instant case are not-split table. Hence contract will be awarded to one bidder only

- 1.4.1 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES 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 UDYAM REGISTRATION OR ANY OTHER BODY SPECIFIED BY MINISTRY OF MSME OR UDYOG AADHAR MEMORANDUM

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, PO/Contract shall be placed for supply of 100% quantity to lowest eligible bidder, if any, amongst the bidders qualifying for

purchase preference. In case the lowest eligible bidder denies to match, then remaining eligible MSE bidders shall be given the opportunity to match the L1 price, in the order of their original ranking.

- 1.4.1(a) Provisions such as seeking support from another company, submission of JV/consortium bid, etc., wherever allowed and available to large companies in the tender document shall also be available to MSEs. However in order to avail the benefits reserved for MSEs i.e. exemption from payment of EMD and purchase preference, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In cases of support from MSE, the supporting MSE(s) shall have to fulfill all the obligations prescribed for a supporting company as per BEC conditions. Further, in case of bid from incorporated JV/consortium, in order to avail the benefits, all the members of the bidder i.e. Incorporated JV / consortium shall have to be MSEs

- 1.4.2 Purchase preference policy-linked with Local Content (PP – LC) notified vide letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG (as amended from time to time) shall be applicable in this tender as per Clause No. 5.2 of Instruction to Bidders.

Bidders shall have to comply with all the provisions of Purchase Preference Policy (linked with Local Content) (PP - LC) specified at Clause No. 5.2 of Instructions to Bidders and shall have to submit all undertakings / documents as mentioned in above clause."

- 1.4.3 Allowing Preference to eligible MSE bidder(s) over PP-LC bidder(s)

(i) Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match its rates with that of L-1 bidder. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder.

(ii) Where MSE is already L-1 in the tender evaluation, contract shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.

(iii) In case L1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.

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. On site inspection will be carried out by ONGC Videsh officers / representative /Third Parties at the discretion of the ONGC.