# OIL AND NATURAL GAS CORPORATION LIMITED

**Civil Engineering Section**

**Rajahmundry Asset / K.G. BASIN,**

**RAJAHMUNDRY**

**Open Tender**

PERCENTAGE RATE TENDER in Single Bid System

# Tender document

**NAME OF WORK:-** **CONSTRUCTION OF TOILET AND CC FLOORING FOR MATERIAL STORAGE SHED AT PTYS TEMPLE LAND NARSAPUR IN W.G DIST (NARASAPUR BLOCK)**

ESTIMATED COST:- **Rs.4,86,852.24 (Rupees Four Lakhs Eighty Six Thousand Eight Hundred Fifty Two and paisa twenty four only-)**

**CONTRACTOR** **TENDER CELL**

**OIL AND NATURAL GAS CORPORATION LIMITED**
**RAJAHMUNDRY ASSET**
**RAJAHMUNDRY**

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# OIL AND NATURAL GAS CORPORATION LIMITED
## RAJAHMUNDRY ASSET

IN-CHARGE TENDER CELL,
1ST FLOOR, C-WING, ROOM NO.4, GODAVARI BHAVAN,
ONGC BASE COMPLEX, RAJAHMUNDRY ASSET,
RAJAHMUNDRY-533106

# NOTICE INVITING TENDER

**GM-LM(Works), Rajahmundry Asset, Rajahmundry invites OPEN PERCENTAGE RATE TENDER** under ***SINGLE BID SYSTEM*** on behalf of Oil & Natural Gas Corporation Ltd, from reputed contractors as per instructions given in bid documents. The details are as under.

| | | |
|---|---|---|
| 1 | **TENDER NO.** | **KC1WC24005; Date : 24-07-2024** |
| 2 | **Name of Work** | **CONSTRUCTION OF TOILET AND CC FLOORING FOR MATERIAL STORAGE SHED AT PTYS TEMPLE LAND NARSAPUR IN W.G DIST (NARASAPUR BLOCK)** |
| 3 | **Estimated Cost** | **Rs.4,86,852.24 (Rupees Four Lakhs Eighty Six Thousand Eight Hundred Fifty Two and paisa twenty four only-)** |
| 4 | ~~**Earnest Money Deposit (EMD)**~~ | ~~**Rs.Nil**~~<br>~~EMD to be submitted, as per requirement of tender at ***Para 8*** of "Instructions to bidders".~~ |
| 5 | **TIME LIMIT** | **30 (Thirty) Days from 7th day of issue of Work Order (WO) or date of handing over of site whichever is later.** |
| 6 | **Issue / download of tender document** | ***From 25-07-2024 17:00:00Hrs to 16-08-2024 14:00Hrs*** from *Office of I/C Tender Cell, Room No.F-C-11, Godavari Bhavan, ONGC Base complex, Rajahmundry – 533106* |
| 7 | **Last date of issue of Tender documents** | **Upto 16-08-2024 14.00Hrs** |
| 8 | **Date, Time & Place for Receipt of Bids.** | Bid should be submitted at above address **ON OR BEFORE 16-08-2024 15:00Hrs.** |
| 9 | **Opening of Bids** | Opening of tender on **16-08-2024 15:30Hrs** onwards in the above mentioned office. |
| 10 | **Bid System** | Single Bid System |
| | Security Deposit/ Performance Bank Guarantee: (To be submitted within 15 days from the date of issue of NOA). | |
| | **Amount** | **10% of value of Contract** |
| | Signing the contract agreement | Within a maximum period of 30 days from the date of issue of NOA |
| | Security deposit period | **Contract duration (30 Days) + Warranty period (12 Months) + 90 Days**<br><br>Note:<br>1. The default/preferable mode of submission of Security Deposit for all tenders will be NEFT/RTGS/Electronic fund transfer or e-BG. Till the time e-BG process stabilizes and becomes available from all the scheduled Banks and branches, SFMS based BG will also be accepted by ONGC. However, whenever a bidder submit SFMS based BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS based BG (detailed instruction given as per appendix – 1 of Annexure-II.<br>2. PBG Expiry Period shall be counted from 7th day of issue of Letter of Acceptance.<br>3. Claim Period for PBG shall include minimum one month period from the expiry of e-Bank Guarantee. |

**CONTRACTOR** **TENDER CELL**

| | | *EQR (Essential Qualifying Requirement)* |
|---|---|---|
| **12** | **GSTIN** | Offers should accompany with a copy of valid registration certificate under **GST** Rules/Law. |
| **13** | **Contact person details** | **Shri Y.V.Rao, GM(C), Room No-SC-13, Godavari Bhavan, ONGC Base Complex, Rajahmundry- 533 106, E.G Dist (AP), 9490168569; e-mail id:** rao_yv@ongc.co.in |
| **14** | **CPA** | **Shri Y.V.Rao, GM(C), Room No-SC-13, Godavari Bhavan, ONGC Base Complex, Rajahmundry- 533 106, E.G Dist (AP), 9490168569; e-mail id: rao_yv@ongc.co.in** |
| **15** | ONGC reserves the right to reject any or all tenders so received without assigning any reason thereof. | |

Single bid system shall be followed for this tender. Bidders shall take care to submit their offers in accordance with requirements as mentioned in instructions to the bidder, in sealed covers. The evaluation of Bids shall be done as per the Bid Evaluation Criteria mentioned in the Bid documents.

Non-Transferable Bid documents consisting of set of conditions of contract to be complied with, drawings, Specifications and the schedule B of the work to be executed, can be obtained from the *In-Charge Tender Cell, Room No.F-C-4, 1ST FLOOR, 'C' WING, GODAVARI BHAVAN, ONGC, RAJAHMUNDRY ASSET, BASE COMPLEX, RAJAHMUNDRY-533 106*.

***Bidder can also download the tender documents from ONGC web site i.e. https://tenders.ongc.co.in/***

ONGC reserves the right to reject any or all bids so received without assigning any reasons thereof.

**CONTRACTOR** **TENDER CELL**

# INSTRUCTIOINS TO BIDDERS

**BIDDERS ARE ADVISED TO READ THESE INSTRUCTIONS CAREFULLY AND TO ABIDE BY THEM TO AVOID REJECTION OF THEIR BIDS, THESE INSTRUCTIONS SHALL FORM PART OF THE BID DOCUMENTS AND SHALL BE READ IN CONJUNCTION WITH OTHER TERMS AND CONDITIONS MENTIONED HEREWITH IN THIS TENDER DOCUMENT.**

1. SCOPE AND DESCRIPTION OF WORK

The Oil and Natural Gas Corporation Limited (ONGC) incorporated under the Companies Act (1956), having its registered office at ***Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mendela Marg, Vasant Kunj, New Delhi - 110070, India*** and one of its Asset Offices at Rajahmundry Asset, Rajahmundry – 533 106, India, invites sealed bids under single bid system basis, from technically capable and financially sound domestic Bidders on Open Tender Basis for AS PER NIT

2.1 SUBMISSION OF BID:

Bids to be submitted in two separate sealed covers-

Tenderer shall submit their bid as under.

**Envelope 'A'**

This envelope shall be super scribed as "~~EMD and~~ Compliance declaration: Tender No: ………………………… The envelope 'A' shall contain the following:

~~i) The **earnest money in the prescribed form as stipulated.**~~
ii) A certificate regarding furnishing of information in the attached format duly signed by the bidder on his official letter head (***Ref: Annexure-1, at page no.79***).

**Envelope 'B'**

This envelope shall be super scribed with Name of work and Tender Number. In Envelop-**B** should contain the "Tender document along with supporting documents and prices only.

The Envelope 'B' shall contain the following.

i) Duly filled in tender documents issued to the bidders. The bidders shall be required to quote their rates and any other commercial information as specified within the space(s) provided for the purpose.
ii) Self-attested copies of supporting documents with regard to Essential Qualifying Requirement laid down in tender documents.

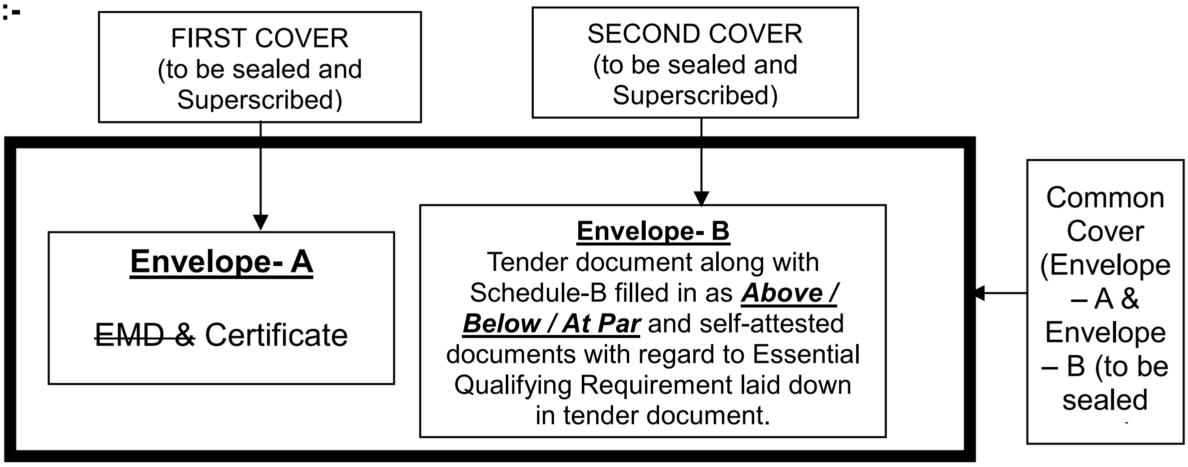
**Both the Envelopes, i.e., Envelope 'A' and Envelope 'B' shall be put in a common sealed cover (3rd Cover),** giving full particulars (i.e. name of bidder, name of work, date of opening and tender number addressed to **In-Charge Tender Cell, Room No.F-C-4, ONGC Limited, Rajahmundry Asset, Rajahmundry**) on the cover. (Ref: Sketch as below)

Non submission of **the Certificate ~~& EMD~~** will lead to straight rejection of the tender.

The envelope 'A' containing the ~~EMD and the~~ certificate as described above will be opened first.

The Envelope 'B' of tenderers **who have not submitted** ~~the EMD in the required form and~~ certificate as prescribed above, will not be opened, and such tenders will be straight away rejected

**2.1.2:-**




The Bids can be submitted in any of the following manner

- a) Directly dropping the bid in the Tender box by the bidders
- b) By Registered post / Speed Post / Courier.
- c) If the envelope cannot be dropped in the tender box due to large volume of the documents, the same can be handed over in the office of the **In-Charge Tender Cell, Room No.F-C-4, 1ST FLOOR, 'C' WING, GODAVARI BHAVAN, ONGC, RAJAHMUNDRY ASSET, BASE COMPLEX, RAJAHMUNDRY-533 106** on or before closing time of the tender (**i.e.15:00 Hrs & before**)

2.2 No cognizance shall be given to any unsolicited letter or communication received from the bidder after submission of tender.
The Documents should reach the Office of the Tender Cell, Rajahmundry before the stipulated time and date as mentioned In the NIT. Delay due to any reasons shall not be entertained and will be at the risk of the Bidders.

2.3 The Corporation shall not be responsible for the loss of bid form or for delay in postal transit.

2.4 Bids received after due date and time of opening are liable for outright rejection.

2.5 Tenderer(s) are advised in their own interest to ensure that their offer reach the Office of Tender Cell, Rajahmundry well before the closing date and time as per NIT.

2.6 In case of any unscheduled holiday falling on the closing / opening day of tender, the next working day will be treated as scheduled prescribed day of closing/ opening of tender, the time and place notified remains same.

2.7 Bid offers through Telex / Telegraphic / Fax / E-Mail shall be given no cognizance and such offers shall be rejected.

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

2.9 No mobilization advance shall be given by ONGC, on the contract drawn on this form, unless specially provided in conditions given in the NIT stipulating payment of mobilization advance.

2.10 Offer sent without having the prescribed bidding document of ONGC and / or without complying with the terms and conditions of bidding document for submitting the offer shall be straightaway rejected and no further correspondence will be entertained.

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

- a. Name & Complete Address of the Supplier / Contractor as per Bank records.
- b. Name & Complete Address of the Bank with Branch details.
- c. Type of Bank account (Current / Savings / Cash Credit)
- d. Bank Account Number (indicate 'Core Bank Account Number', if any)
- e. IFSC / NEFT Code / (11 digit code) / MICR code, as applicable, along with a cancelled cheque leaf.

f. Permanent Account Number (PAN) under income Tax Act;
g. GSTIN Registration Number (for supply of Goods & Services), as applicable.
h. E-mail address of the vendor / authorized official (for receiving the updates on status of payments)
i. 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.

2.15 ***INSTRUCTIONS FOR DOWNLOADING TENDER DOCUMENT FROM WEBSITE i.e. https://tenders.ongc.co.in***

Bidders will have the option of purchasing tender documents from the selling centres as per prevailing practice (or) ***downloading*** the tender document within the time specified for the sale of tender documents and uses the same for participating in the tender. But the bidders downloading the tender document from the website should ensure to submit application so as to reach the tender inviting work center at least ***24 Hrs. before*** the deadline specified for tender (date & time) which will be acknowledged by ONGC by issuing Request for Quotation (**RFQ)** number specific to the tender and bidder through Fax / E-mail.

***The agencies who are not having Vendor Code with ONGC are hereby requested to apply at our office for Vendor Code immediately to this office prior to 48 Hrs of the last date of sale of tender documents.***

**3. OPENING OF BID**

The bids shall be opened on the notified date and time as per NIT or on the Date as per amendment issued subsequently, if any.

The common sealed envelope shall be opened first. After opening the common sealed envelope, the sealed cover marked‘ **Envelop-A** shall be opened in the presence of the bidder(s) or their authorized representatives who may choose to attend the tender opening along with authorization letter.

**Envelope-B** will be opened of those bidders who will submit the EMD & Certificate as per the prescribed format at **Envelop-A**

4. **BIDDER TO QUOTE WORKABLE RATES**

Bidder(s) shall quote competitive and workable rates in relation to prevailing market rates. In the event of submission of low/unworkable rates, the bidder shall have to submit rate analysis, if so asked for. In the event of unsatisfactory explanation, the Corporation shall be entitled to reject the lowest bid or all bidders without assigning any reason. Even otherwise Corporation has every right to reject any bid without assigning any reasons.

~~5. **EARNEST MONEY DEPOSIT**~~

~~5.1 The Earnest Money of appropriate value as indicated in Notice inviting Tender shall be paid in any of the following forms and to be enclosed with physical documents.~~

~~*5.2 Central Government Departments and Central Public Sector Undertakings are exempted from payment of Bid Security.*~~

~~5.3 The bidders not covered under Para 8.2 above must enclose with their offer bid security (EMD) by Demand Draft / Pay Order of any Nationalized / Scheduled Bank in favour of **Finance and Accounts Officer, ONGC, Rajahmundry**, valid for 75 days from the last date of submission of the bid. (**OR**)~~

~~Bank Guarantee of any Nationalized/Scheduled Bank against EMD will be considered. Bidders shall submit along with their un-priced Bid, a bond for a sum equivalent to EMD from any Nationalized/Scheduled Bank. The Bid Bond shall be kept valid initially for a period of 30 days over and above 90 days i.e. validity period of the offer from the Tender opening date (as per the Bid Bond Performa, enclosed in the Bid). The Bid Bond which shall be in the form of an irrevocable bank guarantee for the said amount shall specifically bind the bidder to keep his offer valid for acceptance up to 90 days and to abide by all the conditions of ONGC's Bid Package in the event of ONGC desiring to award the work to the said bidder. ONGC shall have an option under the said Bank Guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the bidder failing to keep the tender valid up to the date specified or refusing to accept work and carry it out in accordance with the Tender, if ONGC decides to award the work to the bidder.~~

6. **PERCENTAGE RATE TO BE QUOTED IN FIGURES AND WORDS.**

6.1 The bidder shall fill the PERCENTAGE RATE in figures as well as words in English only (schedule) **<u>Envelop-B</u>** (**<u>Page no.94)</u>** forming part of the Bidding Documents both in figures as well as in words in such a way that interpolation is not possible. The tendered rate for the work shall be entered in the PERCENTAGE RATE (**<u>Page no.94</u>)** and duly signed by the bidder. The bidder shall sign all pages of price bid along with the seal. The percentage rate quoted shall remain firm throughout the contract period including its extension if any.

6.02 If discrepancy is found between the percentage rates given in words and figures, the percentage rate quoted in words shall be considered.

7. **SIGNING OF BID**

7.1 If the bidder is an individual, the bid shall be signed by him above his full type written name and current address. If the bidder is proprietary firm, the bid shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.

If the bidder is a firm in partnership the bid shall be signed by the partners of the firm above their full typewritten names and current address or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the bid. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the bid.

If the bidder is a Private Limited company or Public Company or Govt. undertaking (state /central) or Pure Corporation or subsidiary or state/central Govt. the bid shall be signed by a duly authorized person holding power of attorney for signing the bid accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum and Articles of Association duly attested by a Public Notary or Gazetted officer.

7.2 The bidders shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also the source of his ability to bind the bidder. The power of attorney and authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. The Corporation may reject outright any bid unsupported by adequate proof of the signatory's authority.

7.3 Witness and sureties shall be person of status and property and their names, occupation and address shall be stated below their signature.

8. **ALL PAGES TO BE SIGNED**

All signatures in bid document shall be dated as well. All pages of bid document shall be signed with seal in full at the down right hand corner and signed wherever required in the bid papers by the bidder and by a person holding power of attorney authorizing him to sign on behalf of the bidder before submission of bid. All cuttings, corrections and over-writings should be signed with date.

9. **RIGHT OF OWNER TO ACCEPT OR REJECT BID**

The acceptance of bid will rest with the owner, Oil and National Gas Corporation Ltd, The owner does not bind itself to accept the lowest bid, and reserves the right to reject any or all bid without assigning any reasons thereof.

The whole work may be split up between two or more contractors or accepted in part and not in entirely if considered expedient. No claim on this shall be entertained. The bidders, which are incomplete in any respect, may be rejected.

10. **TRANSFER OF BID DOCUMENT**

Transfer of bid documents purchased by specific intending bidder is not permissible.

11. **PERIOD OF VALIDITY**

Bids submitted by Bidders shall remain valid, for acceptance for a period of **90 Days** from the date of opening of Techno contractual bid. The bidders shall not be entitled to revoke or cancel his/ their tender(s) or to vary any or the terms/price during the said period of validity.

12. **COLLECTION OF DATA- TENDERERS' RESPONSIBILITY**
The bidder shall visit the site and acquaint himself fully of the site conditions, availability of materials, labour, transport facilities and weather conditions etc. before tendering.

13. **SIGNING OF CONTRACT**

The successful bidder shall be required to execute the agreement on a non-judicial stamp paper of Rs.100/- at his own cost as per Proforma attached with the Bid Document within **THIRTY (30) DAYS** from the date of the issue of Notification of Award (NOA)/ Letter of Acceptance (LOA) of contract (agreement). In the event of failure on the part of successful bidder to sign the Contract (agreement) within the stipulated period, the Security Deposit / Contract Performance Guarantee/E.M.D. furnished by him shall be liable to be forfeited and the acceptance of Bid may be cancelled.

14. **JURISDICTION OF COURT**

All disputes arising out of the agreement so made shall be subject to the jurisdiction at Rajahmundry.

15. **CORRECTIONS ETC**

All corrections, cutting and alteration in the entries of bid papers shall be signed in full by the bidder with date, no erasing and overwriting is permissible.

The bid documents shall not be altered in any way and the whole set of documents shall be submitted after being duly filled in and signed.

16. **CONDITIONAL TENDERS**

Conditional Tenders shall be liable to rejection.

17. Bidders should indicate at the time of quoting against this bid, their full postal and telegraphic/telex/ fax addresses.

18. PRICE / PURCHASE PREFERENCE TO CENTRAL GOVT. PUBLIC SECTOR CONSTRUCTION AGENCY.

18.1 Price/Purchase preference may be granted to the Public Enterprises as admissible under the existing policy, the parameters of which are defined in office memorandum No. DPE/13(3)/2000=Fin-GL30, dated 14.09.2000(as amended), issued by the Dept. of Public Enterprises, under the Ministry of Heavy Industries and Public Enterprises.

18.2 In all such cases where the quoted price of the Public Enterprise is not within 10% of the lowest valid price bid, such a price bid may be rejected without any further consideration.

18.3 Where the quoted price is within 10% of the lowest price, other aspects being equal, preference may be granted to the Public Enterprises concerned, at the lowest valid price bid.

19 Bidder should comply and furnish all the relevant documents / Tender Conditions along with the Tender document failing which their bid will be rejected.

20 **SUBMISSION OF EPF (*Ref: Proforma at Annexure-2, Page no.88*)**
***(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 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 for any liabilities for violation of the provisions of the EPF Act 1952 and ESI Act 1948 arising out of declarations made by the contractor.*

*(iii) Copy of monthly return to be filed with the EPFO in Form 5 within 15 days of the close of every month.*

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

*(i) Details and number of workers to be deployed for execution of the contract along with details of their UAN, ESI- IP number etc.*

*(ii) Declaration Form No. 01 and Temporary identification certificate/ Insurance number in respect of each contract worker.*

*(iii) Details of the contract workers who would not be covered under the said scheme due to their monthly wages exceeding the current monthly wage ceiling of Rs.21000/- or as notified from time to time.*

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

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

*(i) Copy of PF-ECR 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 Corporation 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 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.*

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

*Note: Conditions for applicability of above provisions*

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

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

*OR*

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

*OR*

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

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

*'Excluded employee' means --*

*i. An employee who, having been a member of the Fund, withdrew the full amount of his accumulation in the Fund on his retirement from service or for migration abroad from India or for taking employment abroad.*

*ii. An employee whose pay at the time he is otherwise entitled to become a member of the Fund, exceeds Rs 15000/- per month.*

*iii. An apprentice.*

*(ii) Information sought in above clause pertaining to only ESI shall not be required to be submitted in those contracts wherein the Contractor has employed only those contract labour whose pay exceeds ₹21000/- per month as in terms of the current provisions of the ESI Act, 1948 an employee whose*

*monthly pay exceeds ₹21000/- is outside the purview of the ESI Act. Certificate to the effect is to be submitted by the Contractor that for execution of the contract, the monthly wages of all employees who have been employed, exceeds Rs. 21000/- per month. Further, ESI Act, 1948 is applicable only in areas where it has been made applicable by Gazette Notification in this regard. (ESI Act is currently applicable in all States except the NE States of Manipur and Arunachal Pradesh. Applicability in new areas of operation is to be verified from the office of the ESI Corporation concerned.)*
*In case a Contractor falling under the provisions of the Note mentioned above does not submit the required details on EPF and ESI payments, then in that case, the Contractor shall be required to indemnify ONGC 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.*

21 **SUBMISSION OF FORGED DOCUMENTS:**

Bidders should note that ONGC 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 fulfillment of any of the tender/contract conditions, ONGC shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit ~~EMD~~/SD submitted by the bidder.

21.1.1 The bidder shall be required to give an undertaking on the company's letter head and duly signed by the signatory of the bid (***Ref: Proforma at Annexure-3, Page No.89 of this document***), 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 at its sole discretion.

**22.0 CERTIFICATE REGARDING COMPLIANCE: (*Ref: Proforma at Annexure-6, Page No.92 of this document*)**

a) Bidders shall submit following certificate:
"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. 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) fulfils all the requirement in this regard and is eligible to be considered against the tender."
[Wherever applicable bidder must submit evidence of valid registration by Competent Authority]

b) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidder shall submit the following certificate in this regard:
"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.
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."
[Wherever applicable bidder must submit evidence of valid registration by Competent Authority]

***(c) Additional certificate by Bidders in the cases of specified ToT:***

*We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that bidder M/s.______________________ (Name of bidder) does not have any ToT arrangement requiring registration with the competent authority.*
*OR*
*We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that bidder M/s.__________________ (Name of bidder) has valid registration to participate in this procurement.*

**Ref:** O.M No. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard are available at website **https://doe.gov.in/procurement-policy-divisions**

If such certificate (as mentioned as (a), (b) & (c) above) given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and forfeiture of EMD/Security Deposit.

The above certificate shall form part of PO/contract.

The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

7) Further, the above guidelines will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

8) 'Agent' mentioned in the above guidelines also includes dealer/distributor/sole selling agent.

# ***COMMERCIAL REJECTION CRITERIA***

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

**OFFERS OF FOLLOWING KINDS WILL BE REJECTED:**

- ~~Offers made without Bid Security (EMD)/Bid Bond/Bank Guarantee for an amount of **Rs. (Rupees (As per NIT) only) along with the Techno-Commercial offer.**~~
  ~~Bidder shall furnish as a part of Bid Security (EMD) for an amount mentioned above for which the bidder is quoting in any of the following modes:~~
  1. ~~Bank Draft / Banker's Cheque / Pay Order in favour of *Finance & Accounts Officer, Oil and Natural Gas Corporation Ltd., Rajahmundry and payable at Rajahmundry* valid for 75 days from the last date of prescribed submission of the bid.~~
  2. ~~Bank Guarantee from scheduled banks, valid for 90 days beyond the required validity of bid.~~
  3. ~~Central Government Departments and Central Public Sector Undertakings are exempted from payment of Bid Security.~~

- Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.

- Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.

- Offers which do not confirm to ONGC's Price bid format.

- Offers which do not confirm to the contract period indicated in the bid.
- Offers not accompanied with a valid registration certificate under GST rules / law.
- Offers not accompanied with the 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 (***Ref: Proforma at Annexure-3, Page No.89 of this document)***
- Offers not accompanied with a declaration in 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 debarring them from carrying out business dealings with ONGC. (***Ref: Proforma at Annexure-4, Page No.90 of this document)***
- Offers not accompanied with an undertaking to provide all the necessary certificates / documents for enabling ONGC to avail input **SGST** credit and **CGST** credit benefits (wherever applicable), in respect of the payments of **GST** etc. which are payable against the contract (if awarded), along with documentary evidence for payment of **GST** (***Ref: Proforma at Annexure-5, Page No.91 of this document)***

**TAX LIABILITY**

- 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.
- The rates quoted by the bidder shall be inclusive of all duties, taxes and levies etc., Central or State or Local bodies.

***EPF Registration Certificate***

- The bidder should have valid E.P.F. Number and payment of PF thereof. The bidder should produce an authenticated copy of allotment of EPF Code
- The bidder should give an undertaking on his letter-head that soon after award of the work (within 30 days from the date of letter for acceptance of the tender issued by ONGC), the bidder shall obtain an independent EPF Registration code number as per EPF Act 1952 and shall comply with all laws, rules, and regulations pertaining to labour. The undertaking to the said effect is to be submitted along-with bid.

**PRICE BID EVALUATION CRITERIA**

1. Rankings of the bidders will be decided based on percentage quoted in the price bid
2. **In case of bidder quoted the same rates / same percentage, for evaluation of bids ONGC will ask the experience certificates along with work order. Completion certificate with highest executed value in the last two consecutive financial years from the month prior to NIT will be treated as L1.**

**Discount:**
Bidders are advised not to indicate any separate discount. Discounts, 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, such offer without considering discount is found to be lowest, ONGC shall avail such discount at the time of award of Contract.

**GENERAL**
The bidder / contractor is prohibited to offer any service/benefit of any manner to any employee of ONGC and that the contractor may suffer termination of contract/ disqualification in case of violation.

Unsolicited correspondence from the bidders will not be considered

On-site inspection will be carried out by ONGC's officers / representative/ Third Parties at the discretion of the ONGC

## TENDER FOR WORKS

I / We hereby tender for execution of the work for the corporation specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 here of and in Clause-II of the conditions of contract and with such material as are provided for, by and in all respects in accordance with such conditions so far as possible,

***MEMORANDUM :***

| | |
|---|---|
| Name of work:- | **CONSTRUCTION OF TOILET AND CC FLOORING FOR MATERIAL STORAGE SHED AT PTYS TEMPLE LAND NARSAPUR IN W.G DIST (NARASAPUR BLOCK)** |
| Estimated cost:- | **RS.4,86,852.24 (RUPEES FOUR LAKHS EIGHTY SIX THOUSAND EIGHT HUNDRED FIFTY TWO AND PAISA TWENTY FOUR ONLY-)** |
| Earnest Money:- | **RS.NIL** |
| Security Deposit: | **RS.3% OF CONTRACT AMOUNT** |

Time allowed for the work is as under:

**30 (Thirty) Days from 7th day of issue of Work Order (WO) or date of handing over of site whichever is later.**

I / We agree to keep the tender open for 90 days from the date of opening of Bid and not to make any modification in its terms and conditions.

Should this tender be accepted, in whole or in part, I/We hereby agree {i} to abide by and fulfil all the terms and provisions of the said conditions annexed here to and in notice inviting tenders so far as applicable, and/or in default thereof to forfeit and pay to the Corporation, or its successors in office the sum of money mentioned in the said conditions. A Sum of **Rs.Nil (Rupees Nil only)** is hereby forwarded in the form of Bank Guarantee/Bank Draft (Strike whichever is not applicable) having no. ---------dated--------------- from ------------------------------------------------------------------------ ( Name of Bank & Branch) as Earnest Money. If I/We fail {1} to sign the agreement as per clause 5 special conditions of Contract, {2) to commence the work specified in the above Memorandum, I/We agree that the said Corporation or its successors in office shall, without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money absolutely, otherwise the said earnest money shall be retained by him towards Security Deposit mentioned against Clause (d) of the above mentioned Memorandum; (ii) to execute all the work referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to a maximum TWENTY FIVE percent, at the rates quoted in the tender documents and those in excess of that limit at the rates to determine in accordance with the provisions contained in Clause-12 of the tender form

I/We agree that I/We fail to commence the work specified in the above memorandum an amount equal to the amount of the ~~earnest money/~~PBG mentioned in the form of invitation of tender shall be absolutely forfeited to the Corporation.

**CONTRACTOR** **TENDER CELL**

# GENERAL CONTRACT CONDITIONS

(To be signed with the successful bidder)

This CONTRACT is made and entered into on this _________day of ________________Two thousand and _________________by and between OIL & NATURAL GAS CORPORATION LIMITED, a CORPORATION registered under the Companies Act 1956, having its registered office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mendela Marg, Vasant Kunj, New Delhi - 110070, India and one of its work center at Rajahmundry Asset, having its office at Oil & Natural Gas Corporation Limited, Rajahmundry Asset, Rajahmundry, (AP) - 533106 (hereinafter referred to as "CORPORATION" which expression shall include its successors, administrators, executors and assignees) on the one part and M/s ____________________________ a company registered under the companies Act with its Registered office at __________________________________________referred to as the "CONTRACTOR" (which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

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

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

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

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

**1. DEFINITIONS:**

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

1.1 **CONTRACT**

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

1.2 **CORPORATION/ONGC**:

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

1.3 **SITE**

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

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

Shall mean the person or the persons appointed by ONGC 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 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 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.

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

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

1.19 **THIRD PARTY**

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

1.20 **APPROVAL:**

Shall mean and include the written consent duly signed by ONGC 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:

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

2.0 **SCOPE OF WORK/CONTRACT:**
Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and annexures thereto at Annexure-III

**3.0 DURATION OF THE CONTRACT**:
This CONTRACT shall remain valid for a period of **30 (Thirty) Days from 7th day of issue of Work Order (WO) or date of handing over of site whichever is later.**

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

4.1 OIL & NATURAL GAS CORPORATION LIMITED
For CONTRACT related communication
**The In-Charge Tender Cell**
**Engineering Services, ONGC,**
**FC-4, Godavari Bhavan**
**Rajahmundry - 533106**
**A.P.**

4.2 **For operations, reports and payments**
The Engineer-In-Charge
Engineering Services, ONGC,
Godavari Bhavan
Rajahmundry - 533106
A.P.

4.3 CONTRACTOR’S REGISTERED OFFICE AND ADDRESS
……………………..
……………………..
…………………….
Fax:……………….

**5.0 DUTIES AND POWER /AUTHORITY:**

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

**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’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’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 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 by issuing amendment to the **CONTRACT**. ONGC 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, 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.

**6.5 Waivers and amendments:**

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

**7.0 REMUNERATION AND TERMS OF PAYMENT**

7.1 CORPORATION shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work as per the price Schedule. 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 Engineer-In-Charge Engineering Services, ONGC, Godavari Bhavan Rajahmundry – 533106, A.P.

7.3 Invoices with original supporting documents duly countersigned by the CORPORATION’s representative/ engineer wherever applicable will be submitted in **30 Days** by the CONTRACTOR to CORPORATION and payment shall be made within **15 (fifteen) calendar days for contracts valuing upto Rs.10 Crore and within 10 calendar days for contracts valuing above Rs.10 Crore** from the date of receipt of invoice at the above office.

Invoices along with supporting documents can be submitted/uploaded **through VIMS Portal (https://vims.ongc.co.in/),** which is the preferred mode of submission of Invoice. Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be uploaded in VIMS Portal by logging-in with the help of Vendor Code.

However, in case supplier/contractor is not able to submit/upload the Invoice through VIMS portal as mentioned above, Invoice along with supporting documents can also be submitted/uploaded in any of the following way:-

1. **EMAIL channel**: Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be submitted by sending these documents to a designated email-id: ap_invoices[at]ongc[dot]co[dot]in.

~~2. **Submission in Physical form at existing IMS Desk for scanning**: Supplier/Contractor can also submit the invoice and supporting documents at existing IMS desk at concerned work centers.~~

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

**i)** Invoices should be system generated and no hand written invoices shall be allowed.

**ii) Invoice should be e-invoice in terms of GST Law or the digitally signed invoice only.**

**iii)** Invoices need to be scanned at a minimum of 300 dpi, preferably in color.

**iv)** Invoices should be in PDF format only.

**v)** For invoices, file name should be kept as "INVxxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document).

**vi)** A regular format must be maintained in which invoices are being submitted in ONGC.

**vii)** Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.

**viii)** In case, Email channel is being followed, separate mail should be sent for each invoice.

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

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

1) Along with first invoice:

Along with first invoice issued under GST Law:

Following documents / details should be invariably furnished along with the first invoice issued under GST law indicating the GST Registration of service provider:

a) –deleted-
b) –deleted-
c) –deleted-
d) –deleted-
**e)** Insurance policies (As applicable).

2) Payment of Mobilization Charges: (Not applicable)
3) Periodical / Monthly payment:
   a) Invoice (i.e. Tax invoice as per relevant Goods & Service Tax rules, in original and duplicate, clearly indicating Goods & Service Tax registration number, Service Classification, Rate and amount of Goods & Service Tax 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) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

7.4 **Particulars required before releasing payments to (foreign CONTRACTOR** (non-resident as per Income Tax Act, 1961): (**Not Applicable**)

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

7.6 **ONGC's right to question the amounts claimed**

Payment of any invoice shall not prejudice the right of the Corporation to question the allow ability under this Agreement of any amounts claimed therein, provided ONGC, 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 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 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 operations. Before the commencement of work, the Contractor shall submit the following information / documents:

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

(iv) 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.

(v) 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 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.

(vi) 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**:

(iv) Details and number of workers to be deployed for execution of the contract along with details of their UAN, ESI- IP number etc.

(v) Declaration Form No. 01 and Temporary identification certificate/ Insurance number in respect of each contract worker.

(vi) Details of the contract workers who would not be covered under the said scheme due to their monthly wages exceeding the current monthly wage ceiling of Rs.21000/- or as notified from time to time.

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

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

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

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

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

e. The furnished information is correct to the best of his knowledge.
f. In case any discrepancies or irregularities is /are noticed in this undertaking, then ONGC is free to inform the EPFO/ESIC Authorities.

g. Before the completion of contract, Contractor shall serve one month notice to all his contractual workers, informing that their services will be terminated.
h. 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.

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

Note: Conditions for applicability of above provisions

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

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

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

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

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

iv. 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.
v. An employee whose pay at the time he is otherwise entitled to become a member of the Fund, exceeds Rs 15000/- per month.
vi. An apprentice.

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

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

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

**8.0 CLAIMS, TAXES & DUTITES, FEES AND ACCOUNTIING :**

8.1 **CLAIMS**:-

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

8.2 **NOTICE OF CLAIMS:-**

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

8.3 **TAXES:-**

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

CONTRACTOR shall provide all the necessary compliances/ invoice / documents for enabling ONGC 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 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)
(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 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.

8.4 **CUSTOMS DUTY (BCD + IGST):** (Not applicable for this tender)

8.5 **CORPORATE TAXES:**

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

The CONTRACTOR shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the CORPORATION for discharging any of its responsibilities under such laws in relation to or arising out of the CONTRACT.

8.5.2 Tax shall be deducted at source by ONGC 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 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 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 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.

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

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

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

8.5.5 In case the non-resident Contractor does not exercise the option in clause 8.5.3 above, it shall furnish a Tax Residency Certificate and Form No. 10F.

8.5.6. If it is not possible for the non-resident to obtain & submit Tax Residency Certificate and Form No. 10F to ONGC 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 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 to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the contractor.

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

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

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

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

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

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

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

“Notes in respect of Tax Residency Certificate’,

(i) The Tax Residency Certificate (TRC) should be in original or a photocopy duly attested either from a notary public in India or from the Indian Embassy/High Commission/Consulate in the country whose authorities have issued such TRC.

(ii) During the currency of the Contract / Purchase Order, for the income accrued in different financial years, the Contractor/Supplier should submit TRC(s) and Form No. 10F valid for the entire duration of the contract. In case the validity of a TRC and Form No. 10F expires during the currency of the contract, fresh valid TRC(s) and Form No. 10F should be submitted by the supplier/contractor for the remaining part of the currency of the contract.

8.6 **PERSONNEL TAXES:-**

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

9.0 **PERFORMANCE**:-

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

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

*The CONTRACTOR shall furnish to the CORPORATION within 15 days from the date of fax CONTRACT/ Letter of Intent(LOI), security deposit in the form of a NEFT/RTGS/Electronic fund transfer to designated account of ONGC # or in lieu thereof an irrevocable **Electronic Bank Guarantee** (as per the proforma enclosed at Appendix-I of this Annexure II) ~~or in lieu thereof an irrevocable Letter of Credit (as per the proforma enclosed at Appendix-4A of Annexure-I)~~ for the period specified in the bid document/ Notification of Award/ LOI, towards performance under this CONTRACT.*

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

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

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

*The CONTRACTOR shall furnish to the CORPORATION within 15 days from the date of fax CONTRACT/ Letter of Intent(LOI), security deposit in the form of a NEFT/RTGS/Electronic fund transfer to designated account of ONGC # or in lieu thereof an irrevocable Bank Guarantee/Electronic Bank Guarantee (as per the proforma enclosed at Appendix-I of this Annexure II) ~~or in lieu thereof an irrevocable Letter of Credit (as per the proforma enclosed at Appendix-4A of Annexure-I)~~ for the period specified in the bid document/ Notification of Award/ LOI, towards performance under this CONTRACT.*

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

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

11.0 **IMPORT AND IMPORT CLEARANCE: -**

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

12.0 **DISCIPLINE**: -

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oilfield practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and its SUB-CONTRACTOR's employees and shall abide by and conform to all rules and regulations promulgated by the CORPORATION governing the operations. Should CORPORATION feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to CORPORATION's interest, the CORPORATION shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, 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 15 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 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'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's premises like plants, offices, installations, rigs, stock yards etc., the Contractor shall submit the following documents to ONGC 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. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier.

14. **Confidentiality Clause:**

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

"Confidential Information" shall not include information that:

(a) is or becomes publicly known through no wrongful or unlawful act of the Contractor;

(b) is independently developed by the Contractor without the benefit of ONGC's Confidential Information.

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

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

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

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

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

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

15. **STATUTORY REQUIREMENTS: -**

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

16. **INSURANCE: -**

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

(ii) Further, CONTRACTOR at his own expense shall also arrange **insurance policy to cover** CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this contract even when these are in the custody of ONGC and that ONGC will have no liability on this account."

B) Waiver of subrogation: Except for the ***workmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the contractor as their Corporate policy/rules, where ONGC is neither required to be present as principal Assured or additional Assured,*** all insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clause 13 hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

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

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

D) Deductible:-

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

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

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

**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 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 or otherwise.

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

17. INDEMNITY AGREEMENT:

17.1 INDEMNITY BY CONTRACTOR:

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

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

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

17.2 INDEMNITY BY CORPORATION :

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

a) personal injury, illness or death of
   - i) any employee of the CORPORATION (even if caused by or contributed to by the negligence or fault of CONTRACTOR);
   - ii) subject to clause 17.1 (a) (I) any other person to the extent that the injury, illness or death is caused by the negligence or fault of CORPORATION ; and

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

## 18. TERMINATION

18.1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the ONGC 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 shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 23

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

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 15 days from the date of issue of NOA or handing over of the site whichever is later. If the CONTRACTOR (successful bidder) fails to mobilise as above, ONGC 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 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 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 against any type of tender nor their offer will be considered by ONGC against any ongoing tender(s) where contract between ONGC 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 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 shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender.

## 19. <u>DELAY IN MOBILISATION AND LIQUIDATED DAMAGES</u>

(a) CONTRACTOR (successful bidder) shall mobilize and deploy the required manpower and the complete equipment so as to commence the services at the specified site (s) within a maximum of 7 days from the date of Fax order / LOA / NOA or site handover, whichever is later.

(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 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 for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, ONGC 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 <u>10%</u> <u>of the annual contract value.</u>

(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 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.

<u>(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.</u>

(f) Deleted

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 under the CONTRACT (other than personnel and Corporate taxes), the CONTRACTOR shall be indemnified for any such increased taxes and duties by the CORPORATION subject to the production of documentary proof to the satisfaction of the CORPORATION to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by CORPORATION.

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

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

21.4 Any increase in the rate of taxes & duties after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in the rate of taxes and duties after the contractual completion / mobilization date will be to CORPORATION's account.
21.5 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, CORPORATION will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, CORPORATION will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
21.6 Notwithstanding the provision contained in clause 21.1 to 21.4 above, the CORPORATION shall not bear any liability in respect of:

(i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub-contractors and Agents etc.

(ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.

(ii) 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 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 (the Indian PSU), that ONGC 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 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 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 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** shall have the right to terminate this Agreement by giving 15 days' notice.

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

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

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

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

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

26. **JURISDICTION AND APPLICABLE LAW:-**

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

27. ARBITRATION

27.1 ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprises) (Not applicable in cases valuing less than Rs 5 lakhs)

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 currency exchange rate as applicable on the day prior to the date of notice, as per "Daily" Closing exchange rate published on Thomson Reuters internet site https://in.reuters.com/markets/currencies, upto three places of decimal should be adopted for conversion of foreign currency in Indian Rupees. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day

4. For a dispute involving claims above Rs 25 lacs and upto Rs 5 crores, in case other party is Claimant, ONGC 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. In case ONGC 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 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 Central Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government Department(s)/Organizations(s) – Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).
In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

**27.3 Resolution of disputes through Mediation/Conciliation by OEC (Not applicable in cases valuing less than Rs 10 lakhs):**
If any dispute, difference, question or disagreement arises between the parties hereto, under this contract, which parties are unable to settle mutually, the same may first be referred to Mediation/Conciliation through Outside Expert Council ("OEC"). The claimant can submit request for mediation at 'Mediation Portal' i.e. **https://oec.ongc.co.in**. The detailed guidelines on the procedure of Mediation through OEC issued by Chief Legal Services vide circular No. DLH/Mediation-Manual/OEC Guidelines/2023 dated 08.12.2023 (as amended from time to time), is uploaded on the aforesaid Mediation Portal.

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 authorized representative of CONTRACTOR and ONGC.**

31.0 **PATENT INDEMNITY**

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

(a) the installation of the Items by the CONTRACTOR or the use of the Items in the country where the Site is located; and

(b) the sale in any country of the products produced by the Items.

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

31.2. If any proceedings are brought or any claim is made against the CORPORATION arising out of the matters referred to in GCC above Sub-Clause, the CORPORATION shall promptly give the CONTRACTOR a notice thereof, and the CONTRACTOR may at its own expense and in the CORPORATION's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
31.3. If the CONTRACTOR fails to notify the CORPORATION within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the CORPORATION shall be free to conduct the same on its own behalf.
31.4. The CORPORATION shall, at the CONTRACTOR's request, afford all available assistance to the CONTRACTOR in conducting such proceedings or claim, and shall be reimbursed by the CONTRACTOR for all reasonable expenses incurred in so doing.
31.5. The CORPORATION shall indemnify and hold harmless the CONTRACTOR and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the CONTRACTOR may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the CORPORATION.
32.0 **INDEPENDENT CONTRACTOR STATUS**:
The CONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties.
Subject to all compliance with the CONTRACT, the CONTRACTOR shall be solely responsible for the manner in which works are performed. All employees, representatives or sub-CONTRACTORs engaged by the CONTRACTOR in performing the CONTRACT shall be under the complete control of the CONTRACTOR and shall not be deemed to be employees of the CORPORATION and nothing contained in the CONTRACT or in any sub-CONTRACT awarded by the CONTRACTOR shall be construed to create any contractual relationship between any such employees or representative or Sub-CONTRACTOR and the CORPORATION. CONTRACTOR shall be responsible for the acts, defaults or negligence of the CONTRACTOR, his agencies, servant or workmen.
33.0 **EXPORT/RE-EXPORT CONTROL RESTRICTIONS:**
In case there are certain export / re-export control restrictions imposed by parent country of the Contractor(s) w.r.t the items (i.e. goods, equipment, services, or technology) offered by them to Corporation regarding their end use or the end user or regarding their usage in certain other countries, then the Contractor can intimate about same while quoting in the Corporation's tender(s). Such intimation by the Contractor about the items (i.e. goods, equipment, services, or technology) being covered under export control regulations will not lead to rejection of the offer(s) in Corporation's tenders. Further, in case of award of Contract on such bidder(s), it should be stipulated therein that the items (i.e. goods, equipment, services, or technology) being procured against this CONTRACT would be used by Corporation for exploration and exploitation of hydrocarbons in India only. However, if for any reasons whatsoever the end use or end user of these items are required to be changed or if these goods are to be taken for use in countries outside India, then Corporation would request the Contractor to obtain consent from the concerned authority in their country.
**34.0 INTEGRITY PACT** (**applicable for tenders above Rs 1 Crores**):
The Integrity pact, duly signed by the authorized official of ONGC 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 wilful misconduct and / or criminal acts,
a) Neither the Contractor nor the Company (ONGC) 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 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 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)

(Applicable for all tenders valuing above Rs. 1 Crore where IP is applicable.)

The bidders may raise disputes / complaints, if any, either with the designated Competent Purchase Authority (CPA) in ONGC or with concerned Director of ONGC or directly with the IEM c/o Chief Vigilance Officer, ONGC, Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mendela 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.

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

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

**40. New vendor development through development order process for Oil field Services: : ===Deleted===**

**41. Public Procurement (Preference to Make in India) Order 2017 (MII) (as amended from time to time) of Department for Promotion of Industry and Internal Trade, read with Ministry of Petroleum & Natural Gas Notification dated 26.04.2022 on PPP-MII Order (as amended from time to time):**

Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time, shall be applicable with certain modifications as stipulated in MoPNG notification 26.04.2022 ( as amended from time to time).

[All terms and conditions of aforesaid policy shall be applicable as per relevant clause in Instructions to Bidders (Annexure-I) of Tender document]

**CONTRACTOR** **TENDER CELL**

# SPECIAL CONDITIONS OF CONTRACT

**Definitions:**

1. In the contract the following expression shall unless the context otherwise requires have the meanings hereby respectively assigned to them:

    a. The expression 'works' or 'work' shall, unless be something either in the subject or context repugnant to such construction be constructed and taken to mean the work by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, varied, substituted or Extra.

    b. The 'Engineer-In-Charge/ Project Manager' means the Chief Engineer / Superintending Engineer / Deputy Superintending Engineer who will be nominated by the Corporation who shall supervise and be in charge of work and who shall sign or cause to be signed the contract on behalf of the corporation.

    c. The 'Site-in-charge/Project Coordinator shall mean the Engineer(s) designated by the Engineer-in-charge for the work(s) to be performed under the contract.

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| **Clause No.1:-** | **Contract Security /Security Deposit**<br>The contractor whose tender is accepted will be required to furnish security for the due fulfilment of the contract, a sum of **Rs.10% of contract value (Rupees amounting to 10% of contract value)**.<br><br>The successful bidder shall furnish the security deposit in the form of a NEFT/RTGS/Electronic fund transfer to designated account of ONGC # or in lieu thereof an irrevocable Electronic Bank Guarantee for the period specified in the bid document / Notification of Award / LOI, towards performance under this CONTRACT. Performance Bond for **10% of contract value** in the form of a NEFT/RTGS/Electronic fund transfer to designated account of ONGC # or in lieu thereof an irrevocable Electronic Bank Guarantee within **15 (Fifteen) days** from the date of issue of **LOA/NOA** and failure to comply with this requirement shall constitute sufficient grounds for the **annulment of the award and forfeiture of the bid security.** The Guarantee is to be issued by any scheduled bank incorporated in India and is required to be valid for 90 days beyond the expiry date of contract. (Expiry of contract means period of execution plus Maintenance period) i.e. Security Liability Period. ***Claim period shall be arrived after adding one month to the date of expiry of BG.***<br><br>**# Subject to credit in ONGC's account within prescribed time**<br>***a. NEFT/RTGS/Electronic fund transfer to account of ONGC as per following details:***<br>***b. Beneficiary Account Name: Oil and Natural Gas Corporation Limited*** |

| ***Bank Name*** | ***State Bank of India*** |
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| ***Branch*** | Rajahmundry Bazar |
| ***Branch Code*** | **03485** |
| ***ONGC Account No.*** | **10471668364** |
| ***IFSC*** | **SBIN0003485** |
| ***Swift Code*** | **SBININB811** |

If the contract is extended beyond scheduled completion date, the bank guarantee shall have to be extended and made valid up to three months beyond extended completion date. All compensation or other sums of money

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| | payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part or his security deposit, or from the interest arising there from, or from any sum which may be due to or may become due to the contractor by the corporation on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 10 days make good in cash or Guarantee Bonds in favour of the corporation executed or fixed deposit receipt rendered by the State Bank of India or by scheduled banks (in case of guarantee offered by scheduled bank, the amount shall be within the financial limits prescribed by the Reserve Bank of India); or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-In-Charge, any sum or sums which may have been from, or raised by sale of his security deposit or any part thereof.<br>The performance bank guarantee / SD amounting shall be released after the expiry of the security liability period. |
| **Clause No.2:-** | **(Compensation for delay) LIQUIDATED DAMAGES / FAILURES AND TERMINATION**<br>2.1 Deleted<br>2.2 Time and date of completion shall be essence of the contract. If the contractor fails to complete the contract or any part thereof within the period fixed for such completion in the schedule or at any time repudiates the contract before the expiry of such period, ONGC may, without prejudice to any other right or remedy available to him, recover damages for breach of the contract, Recover from the contractor as agreed liquidated damages and not by way of penalty, a sum equivalent to:-<br>i. In case of **Item Rate / Percentage Rate contracts**, liquidated damages @ ½% of the annual contract per week or part thereof for delay in completion subject to a maximum ceiling of 10% of annual contract value.<br>ii. In case of **Annual Rate Contracts** for a period of one year, the liquidated damages will be levied on **Job order value** of each work. Liquidated Damages @ ½ % of the Job order value per week or part thereof for delay in completion subject to a maximum ceiling of 10% of Job Order value.<br>iii. ONGC may cancel the contract / order or a portion thereof, by serving prior notice of 30 days to the contractor, unless during these 30 days' notice period the contractor initiates remedial actions acceptable to ONGC and recover LD and forfeit security deposit made by contractor besides getting the work completed by other means at the cost and risk of the contractor.<br>iv. Liquidated Damages will not be applicable in the contract up to Rs.1.00 Lakh.<br><br>It may further be noted that sl.no. i to iii above provides for recovery of liquidated damages (and not by way of penalty) on the contract price of delayed completion (Whole unit). Liquidated damages for delay in contract thus accrued will be recovered by the paying authorities of the contractor specified in the contract order, from the bill for payment of the cost of contract submitted by the contractor in accordance with the terms of contract or otherwise.<br>The company may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the contract in its hands (which includes the company's right to claim such amount against contractor's Bank Guarantee) or which may become due to the contractor. Any such recovery of liquidated damages shall not in any relieve the contractor from any of its obligations to complete the works or from any other obligations and liabilities under the contract.<br>Notwithstanding anything stated above, works will be deemed to have been |

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| | completed only when all its components and parts are also completed. If certain components of works are not completed in time, the work will be considered as delayed until such time all the balance jobs are also completed.<br><br>***Note: 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.*** |
| **Clause No.3:-** | Subject to other provisions contained in this clause the Engineer-In-Charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this Contract or otherwise and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the Contract in any of the following cases;<br>(i) If the contractor having been given by the Engineer-In-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman-like manner shall omit to comply with the requirements of such notice thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Project Manager / Engineer-In-Charge (Which shall be final and binding) he will be unable to secure completion of the work by the date for completion of he has already failed to complete the work by that date.<br>(ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a receiver or a manager or which entitled the court to make a winding up order.<br>(iii) If the contractor commits breach of any of the terms and conditions of this contract.<br>(iv) If the contractor commits any acts mentioned in Clause 21 hereof.<br>When the contractor has made himself liable for action under any of the cases aforesaid the Project Manager / Engineer-In-Charge on behalf of the Corporation shall have powers:<br>(a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Project Manager / Engineer-In-Charge shall be conclusive evidence). Upon such determination or rescission the security deposit of the contractor shall be forfeited and shall be absolutely at the disposal of the Corporation.<br>(b) To employ labour paid by the Corporation and supply materials to carry out the works or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Project Manager/Engineer-In-Charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Project Manager / Project Coordinator as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Corporation are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.<br>(c) After giving notice to the contractor to measure up the work of the contractor and to take whole or balance or any such part thereof |

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| | as shall be unexecuted out of his hands and to give to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Project Manager / Engineer-In-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Corporation under this contract or on any other account whatsoever or from the security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.<br>In the event of any one or more of the above courses being adopted by the Project Manager / Engineer-In-Charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of contract. And in case action is taken under any or the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under this contract unless and until the Project Manager / Engineer-In-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. |
| **Clause No.4:-** | **CONTRACTORS TO REMAIN LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 3 – POWER TO TAKE POSSESSION OF OR REQUIRE REMOVAL OR SELL CONTRACTOR'S PLANT**<br><br>In any case in which any of the powers conferred upon the Project Manager / Engineer-in-Charge by Clause 3 hereof shall have become exercisable and the same have not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not-with standing be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected.<br><br>In the event of the Project Manager / Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires, after giving notice in writing to the contractor to take possession of (or at the sole discretion of the Project Manager / Engineer-in-Charge which shall be final) use as on hire (the amount of the hire money being also in the final determination of the Project Manager / Engineer-in-Charge ) all or any tools, plants, materials and stores, in or upon the works, or the site thereof, belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the Project Manager / Engineer-in-Charge whose certificate thereof shall be final otherwise the Project Manager / Engineer-in-Charge by notice in writing may order the contractor or his clerk or the works, foreman or other authorized agent to remove such tools ; plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with any such requisition, the Project Manager / Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk, in all respects and the certificate of the Project Manager / Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor. |

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| **Clause No.5:-** | **Extension of Time**<br><br>If the contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the corporation within 7 days of the date of hindrance on account of which he desires such extension as aforesaid, and the Project Manager / Engineer-in-Charge shall, if in his opinion (which shall be final, reasonable grounds be shown therefore, authorize such extension of time, if any, as may in his opinion, be necessary or proper. |
| **Clause No.5(a):-** | **Handing over of Site / Land**<br><br>In the event of delay by the Project Manager / Engineer-in-Charge to hand over to the contractor possession of land / lands necessary for the execution of the work or to give the necessary notice to the contractor to commence work or to provide the necessary drawings or instructions or to do any act or thing which has the effect of delaying the execution of the work then not withstanding anything contained in the contract such failure or delay shall in no way effect or vitiate the contract or alter the character thereof or entitle the contractor to any damages or compensation thereof but in all such cases the Project Manager / Engineer-in-Charge may grant such extension or extensions of the completion date as may be deemed fair and reasonable by the Project Manager / Engineer-In-Charge and such decision shall be final and binding. |
| **Clause No.6:-** | **COMPLETION CERTIFICATE**<br><br>Within **10** Days of the completion of the work, the contractor shall give notice of such completion to the Project Manager / Engineer-in-Charge and within ten days of the receipt of such notice the Project Manager / Engineer-in-Charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate of completion. Otherwise a provisional certificate of completion indicating defects (a) to be certified by the contractor and / or (b) for which payment will be made at reduced rates shall be issued but no certificate(s) of completion provisional or otherwise shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work has been executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangement required for his / their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor (s) and cleaned off the dirt from all wood work, doors, windows, floors other parts of any building, in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Project Manager / Engineer-in-Charge. If the contractor shall fail to comply with requirements of this clause as to removal of scaffolding, surplus materials and rubbish all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of the work, the Project Manager / Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clear off such dirt as aforesaid, and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof. |
| **Clause No.6(a):-** | **Splashes**<br><br>The splashes and droppings from white washing, colour washing, painting etc., on walls, floors, doors, windows etc., shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc., where the work is done without waiting for the actual completion of all the other items or work in case contract |

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| | ; in case the contractor fails to comply with requirements of this clause, the Project Manager / Engineer-in-Charge shall have the right to get this work done at the cost of the contractor – either departmentally or through another agency. Before taking such action, the Project Manager / Engineer-in-Charge shall give two days' notice in writing to the contractor. |
| **Clause No.7:-** | **Contract Price and Payment Procedure**<br><br>The Corporation shall pay to the Contractor in consideration of satisfactory completion of all the works covered by the Scope of Work under the Contract, the Contract Price as per the details and break-up of prices given in schedule of prices. The Contract price is a firm price and the Contractor shall be bound to keep the same firm and without escalation on any ground whatsoever until completion of entire works against this Contract. Payment shall be made in the currency or currencies given in the schedule of prices for the work executed as per the procedure. Pending completion of the whole Works, provisional progressive payments for the part of the Works executed by the Contractor shall be made by the corporation on the basis of said work completed and certified by the Project Manager/ Project Coordinator as per the detailed measurements of items executed taken jointly by the contractor and the Project coordinator or their authorized representative. Such certification of the Work completed shall be made by the Corporation's Representative within 15 days of receipt of Contractor's application for Certification with all required Supporting documents. Such certification shall not preclude the requiring of bad, unsound and Imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of due performance of the contract or any part thereof in any respect or the accruing of any claim nor shall it conclude, determine, or affect in anyway, the powers of the Project Manager / Engineer-in-charge under these conditions or in any other way vary or affect the contract. No payments shall become due and payable to the Contractor until Contract is signed by the two parties and Contractor furnishes Performance Guarantee to the ONGC. |
| **Clause No.8:-** | **Invoice Submission**<br>***To be submitted through VIMS portal of ONGC as per GCC clause 7.0*** |
| **Clause No.9:-** | **Mode of Payment**<br>The Contractor agrees to receive all payments under this contract through Electronic Clearing system (ECS) to their Bank account. **The details of Bank account along with MICR No. of the Bank and** Branch shall be provided by the Contractor at the time of submission of the first invoice. **The Corporation shall be deemed to have arranged payment to the Contractor on the date of Corporation's instructions to Corporation's bankers to effect payment under ECS to the Contractor's account.** Payment shall be made by account payee cheque wherever such facility is not there. Upon Corporation's instruction to Corporation's bankers, the Corporation shall also inform in writing to The Contractor the details of remittance i.e. amount and date of payment. In the event of Corporation noticing at any time that any amount has been disbursed wrongly to The Contractor or any other amount is due from the Contractor to the Corporation, the Corporation may without prejudice to its rights recover such amounts by other means after notifying the Contractor or deduct such amount from any payment falling due to the Contractor. The details of such recovery if any will be intimated to the Contractor. The Contractor shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Corporation or the Contractor. |
| **Clause No.10:-** | **STORES SUPPLIED BY CORPORATION**<br>If, the specification or schedule of items provides for the use of any special description of materials to be supplied from Corporation Stores, or if it is |

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| | required that the contractor shall use certain stores to be provided by the Project Manager / Engineer-in-Charge as shown in the schedule of materials here to annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time require to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule of materials may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or against or from the security deposit or the process of sale thereof if the same is held in-Corporation Securities the same or a portion thereof being in this case sold for the purpose. All materials so supplied to the contractor shall remain the absolute property of Corporation, and shall not be removed on any account from the site of the work and shall be at all times open to inspection by the Project Manager / Engineer-in-Charge. Any such materials remaining unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Project Manager / Engineer-in-Charge at a place directed by him if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid not being used by him or for any wastage in or damage to any such materials. Provided that the contractor shall in case be entitled to any compensation or damage on account of any delay in supply or non-supply thereof all or any such materials and stores. Provided further that the contractor shall be bound to execute the entire the work if the materials are supplied by the Corporation within the schedule time for completion of the work plus 50 percent thereof (schedule time plus 6 months if the time of completion of the work exceeds 12 months) but if a part only of the materials has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Project Manager / Engineer-in-Charge whose decision in this regard shall be final. |
| **Clause No.10(a):-** | The Project Manager / Engineer-in-Charge shall have full powers to require the removal from the premise of all materials which in his opinion are not accordance with specifications and in case of default the Project Manager / Engineer-in-Charge is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Project Manager / Engineer-in-Charge shall also have full powers to require other proper materials to be submitted there for and in case of default the Project Manager / Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor |
| **Clause No.10(b):-** | (i) All duties, taxes, fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for the Contract shall be to Contractor’s account. Any increase/decrease in such duties, taxes, fees, charges, expenses etc. after the date of submission of price bid or revised price bid, if any, but within in the scheduled completion date or the extended date of completion of works (for reasons not attributable to the contractor) will be to the account of the Corporation.<br>(ii) Any increase in the duties, taxes, fees after the aforesaid Scheduled Completion Date or the extended date of completion of works will be to Contractor’s account. However, any decrease of duties, taxes, fees after the date of completion of works will be to Corporation’s account. |

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| | (iii) In case of introduction of new legislation or change or amendment in any act or law after the Scheduled /extended Completion Date (Extended in accordance with the provisions of the Contract), but which comes into force or becomes effect retrospectively from a date on or before the Scheduled/extended Completion Date and which results in any increase/decrease in the duties, taxes and fees under the Contract, then such increase/decrease, subject to the conditions stipulated in clauses (i) & (ii) above, shall be to the Corporation's account.<br><br>Notwithstanding the provision contained in (i) to (iii) above, the Corporation shall not bear any liability In respect of:<br>i. Personal taxes on the personnel deployed by Contractor, his sub-contractor/sub-subcontractors and Agents etc.<br>ii. Corporate taxes in respect of contractors and all of their sub-contractors, agents etc. |
| **Clause No.10(c):-** | The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site or a work etc., as Corporation's property and such materials shall be disposed of to the best advantage of the corporation according to the instructions in writing issued by the Project Manager / Engineer-in-Charge. |
| **Clause No.10(d):-** | If at any time any material, which the contractor would normally have to arrange himself, is supplied by the Corporation at its sole discretion either at the contractor's request or suo motto with a view to avoid any possible delay in the execution of the work likely to occur due to the contractor's inability to make adequate arrangements of the supply thereof otherwise, the recovery of the cost of such materials shall be made from the contractor's bill at the book value rate on the purchase price which-ever is higher plus **Three** percent on account of freight **One** percent on account of incidental charges and **Ten** percent of the total cost by way of supervision charges. |
| **Clause No.11:-** | **WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.**<br>The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with specifications. The contractor shall also conform exactly, fully and faithfully to the designs drawings and instructions in writing in respect of the work signed by the Project Manager / Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the specifications, and of all such design drawings and instructions as are not included in the printed publication on General Specifications referred to elsewhere in the contractor. |
| **Clause No.12:-** | **(1) Variation in Quantities, (2) Extra Item, (3) Substitute Items.**<br>The Project Manager/ Engineer-in-charge shall have power to make any alternations, omissions, additions or substitutions for the original specifications, drawings ,designs and instructions that may appear to him to be necessary during the progress of the work, and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Project Manager/ Engineer-in-charge, and such alternations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered additional or substituted work bears to the original contract work and the certificate of the Project Manager/ Engineer-in-charge shall be conclusive as to such proportion. Over and above this, a further period to the extent of 25 percent of the time so extended shall be allowed to the |

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| | contractor. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.<br>a. The rates payable for the variations (variation means variation in quantities of items i.e. where there is increase or decrease in the quantities of items of work in the agreement. In other words, the nomenclature remains the same but the quantities vary with those provided in the agreement) in quantities in excess up to 25% in respect of individual items in the contract shall be as per the contract rates.<br>b. The rates payable for variation in quantities in excess of 25% in respect of individual items shall be worked out at market rates prevailing at the time of commencement of execution of these items.<br>c. The rates for the extra items (Extra items of work are items, which are completely new and in addition to the items in the contract) shall be worked out at market rates prevailing at the time of commencement of execution of these items.<br>d. For substituted items (Substituted items are items which are taken in lieu of those already provided in the contract), the agreement rate of the original item will be adjusted for the difference in market rates (prevailing at the time of commencement of execution of these items) of original and substituted items. |
| **Clause No.13:-** | **NO COMPENSATION FOR ALTERATION IN RESTRICTION OF WORK TO BE CARRIED OUT**<br><br>If at any time after the commencement of work the Corporation shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the deviation from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as original contemplated.<br><br>Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Project Manager / Engineer-in-Charge shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less in the case of such stores having been issued from Corporation stores, supervision charges and storage charges shall be refunded in addition to the issue rate of materials. |
| **Clause No.14:-** | **ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK**<br><br>If it shall appear to the Project Manager / Engineer-in-Charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or un-skilful workmanship or with materials of any inferior description, or that any materials or articles provided for or otherwise not in accordance with the contract, that contractor shall on demand in writing which shall be made within six months of the completion the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed certified forth with rectify, or remove and reconstruct the work material or articles so specified and provide other proper and suitable materials or articles at his own proper charge |

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| | and cost and in the event of his failing to do so within in a period to be specified by the Project Manager / Engineer-in-Charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the estimated amount put to tender for every day not exceeding ten days, while his failure to do so shall continue and in case of any such failure the Project Manager / Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. |
| **Clause No.15:-** | **WORK TO BE OPEN TO INSPECTION**<br><br>All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Project Manager / Engineer-in-Charge and his authorized subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Project Manager / Engineer-In-Charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractors agent shall be considered to have the same force as if they had given to the contractor himself. |
| **Clause No.16:-** | **NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP**<br>The contractor shall give not less than seven days' notice in writing to the Project Manager / Engineer-in-Charge or his subordinates in charge of the work before covering to or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing by Project Manager / Engineer-in-Charge or his subordinate. Project Coordinator /Site-in-Charge of the work shall within the aforesaid period if seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or Project Manager / Engineer-in-Charge's consent being obtained the same shall be uncovered at the contractor's expense or in default thereof no payment or allowance shall be made for such work or materials with which the same was executed. |
| **Clause No.17:-** | **CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTION NOTICED WITH IN THE PRESCRIBED MAINTENANCE PERIOD AFTER THE CERTIFICATE**<br><br>If the contractor or his working people or servants shall break deface injure or destroy any part of building in which they may be working or any building, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires trees grass or grassland, or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress, from any cause whatever or if any defect shrinkage or other faults appear in the work within warranty period (Maintenance Period) after a certificate final or otherwise of its completion shall have been given by the Project Manager / Engineer-in-Charge as aforesaid arising out of defective or improper materials or workmanship the contractor shall upon a receipt of a notice in writing in that behalf make the same good at his own expense, or in default the Project Manager /Engineer-in-Charge may cause the same to be made good by other workman and deduct the expense from any sums that may be then, or at any time thereafter may become due to contractor or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof. **The security deposit, of the contractor shall not be refunded before the expiry of warranty period (Maintenance Period).** |

<table>
<tr><td></td><td>The warranty period (Maintenance Period) for different works is as under:

| Sl. No | Nature of Job | Maintenance Period |
|---|---|---|
| 1 | Building, construction / Maintenance work | 12 Months |
| 2 | Road work (Asphaltic / W.B.M.) | 12 Months |
| 3 | Repairs of road work | 6 Months |
| 4 | Drill site works | 12 Months |
| 5 | Post rig building works / Work Over Sites | 7 Days |
| 6 | Water supply works | 7 Days |
| 7 | Any permanent nature / capital works | 12 Months |
| 8 | Misc. repair and maintenance work | 6 Months |
| 9 | Any other work which is not covered above | 12 Months |
| 10 | Soil Investigation work | 7 Days |
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<tr><td>Clause No.18:-</td><td>CONTRACTOR TO SUPPLY ALL PLANT LADDERS, SCAFFOLDING ETC.<br><br>The contractor shall supply and provide at his own cost all materials (except such special materials if any, as may in accordance with the contract be supplied from the Corporation stores), plant, tools, appliances, implements, ladders cortege, tackle, scaffolding, and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying of complying with requirements of the Project Manager / Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of person with the means and materials, necessary for the purpose of setting out work, and counting, weighing and assisting of the measurement of examination at any time and from time to time of the work or material. Failing his so doing the same may be provided by the Project Manager / Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor, under the contract and or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.</td></tr>
<tr><td>Clause No.19:-</td><td>(i) The Contractor shall, at his own cost, comply with the provisions of Labour Laws, Rules, Orders and Notifications issued there under whether Central or State or Local, as applicable, without any limitation to the following acts:-<br>a. The minimum wages act,1948<br>b. The Contract Labour (Regulation and Abolition) Act, 1970.<br>c. The Workmen's Compensation Act,1923.<br>d. The Mines Act, 1952.<br>e. The Payment of Wages Act, 1936.<br>f. The Industrial Disputes Act, 1947.<br>g. The Payment of Bonus Act, 1965.<br>h. The Payment of Gratuity Act, 1972.<br>i. The Employees Provident Fund and Miscellaneous Provisions act,1952.<br>j. The Equal Remuneration Act, 1976.<br>k. The Child Labour (Prevention and Regulation) Act,1986.<br>ii. The Contractor shall maintain all records/registers required to be</td></tr>
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| | maintained by him under various labour laws and produce the same before the statutory authorities when required.<br>iii. The Contractor shall also submit periodical reports under various labour laws such as Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund and Miscellaneous Provisions act, 1952 etc. under intimation to the Principal Employer.<br>iv. The Contractor shall deploy adequate no. of persons for execution of the work undertaken on contract regulating their working hours and weekly off within statutory limits. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law.<br>v. The Contractor in the event of his workmen/employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provides necessary medical treatment and pay compensation if any, required under the Workmen's compensation Act 1923.<br>vi. The Contractor shall from time to time issue suitable instructions to the persons employed by him with regard to the nature of work to be done and also the manner in which it is to be done and supervise their work.<br>vii. If any of the persons engaged by the Contractor misbehave with any officials of the company or commit any misconduct in connection with the property of the company or suffer from any serious communicable diseases, the Contractor shall replace them immediately.<br>viii. The Contractor shall not engage/employ persons below the age of 18 years.<br>ix. The Contractor shall get the antecedents of the persons engaged by him verified from the police station concerned and produce a certificate in this regard to the Principal Employer. The Contractor should issue employment / identity cards to them. A copy of the same should also be given at the security Department along with the list of entry passes. He shall give a list of persons employed by him with their details such as name, age, address, qualification, experience etc., to the principal employer for information.<br>x. The Contractor shall implement the Government directives of Reservations in respect of SC/ST personnel in terms of employment.<br>xi. In case of strike resorted to by the Contractor or his workmen, ONGC reserves the right to employ casual labour or other contractor's workers with 24 hours' notice for carrying out the work at the risk and cost of the contractor. In such an eventuality, the extra expenditure, if any incurred by ONGC shall be recovered from the Contractor. |
| **Clause No.20:-** | The contractor shall comply with all the provisions of the Minimum Wages Act, 1948 and rules framed there under and other labour laws. |
| **Clause No.21:-** | **CONTRACT MAY BE RESCINDED AND SECURITY DEPOSIT FORFEITED FOR SUBLETTING, BRIBING OR CONTRACTOR BECOMES INSOLVENT**<br><br>The contract shall not be assigned or sublet without the (previous) approval of the Project Manager / Engineer-in-Charge in Writing. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite reward of advantage, pecuniary or otherwise, shall either directly or indirectly be given promised, or offered by the contractor, or any office servants or agents to any public officer or person in the employee of corporation in any way relating to his office interested in the contract the Project Manager / Engineer-in-Charge on behalf of the corporation shall have power to adopt any of the |

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| | courses specified in Clause 3 as he may deem best suited in the interest of the corporation. In the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensure. |
| **Clause No.22:-** | **SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITH OUT REFERENCE TO ACTUAL LOSS**<br><br>All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of corporation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained. |
| **Clause No.23:-** | **CHANGES IN CONSTITUTION**<br><br>Where the contractor is a partnership firm the previous approval in writing of the Project Manager / Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm.<br><br>Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall insure as provided in the said Clause 21. |
| **Clause No.24:-** | All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Project Manager / Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on. |
| **Clause No.25:-** | **LUMP SUM IN ESTIMATES**<br><br>When the estimate on which a tender is made includes lump sum in respect of parts of the works, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates, as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Project Manager / Engineer-in-charge capable of measurement, the Project Manager / Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Project Manager / Engineer-in-charge shall be final and conclusive against the contractor with regard to any sums payable to him under the provisions of the clause. |
| **Clause No.26:-** | **ACTION WHEN NO SPECIFIC PATENT**<br><br>In the case of any class of work for which there is no such specification as mentioned in Rule 21, such work shall be carried out in accordance with the district specification and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Project Coordinator/ Engineer-in-charge. |
| **Clause No.27:-** | i. Whenever any claim, against the contractor for the payment of a sum of money arises out of or under the contract , Corporation shall be entitled to recover such sum of appropriating, in part or whole, the security has been taken from the contractor, than the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contractor with the Corporation should this sum be not sufficient to cover the |

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| | full amount recoverable the contractor shall pay to the Corporation on demand the balance remaining due.<br><br>ii. The Corporation shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstracts etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed the contractor shall be liable to refund the amount of overpayment and shall be lawful for the Corporation to recover the same from him in the manner prescribed in sub-clause<br>1) of this clause or in any other manner legally permissible, and it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such underpayment shall be duly paid by the Corporation to the contractor.<br><br>Provided that the Corporation shall not be entitled to recovery any sum overpaid, not the contractor shall be entitled to payment of any sum paid short, where such payment has been agreed upon between the Project Coordinator /Site-in-charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Project Coordinator /Site-in-charge |
| **Clause No.28:-** | **SET-OFF CLAUSE**<br>Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the corporation and set-off against any claim of the Corporation for the payment of a sum of money arising out of this or under any other contract by the contractor with the Corporation. |
| **Clause No.29:-** | **CONDITION RELATING TO THE SUPPLY OF UNFILTERED WATER**<br>(A) Unfiltered water required for the execution of work may be supplied to the Contractor (s) at the Discretion of Project Manager / Engineer – in- Charge on the following conditions:<br><br>1) Payment by the Contractor (s) of 1% of the total cost of the entire work done under the contract.<br><br>2) The Contractor (s) shall make their own arrangements for water connection and laying of pipe lines from existing mains or source of supply. It should be clearly understood that Corporation does not guarantee to maintain un-interrupted water supply and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary breakdown in the Corporations water mains so that progress on his/their work is not held up for want of water. No claim of damages or refund of water charges will be entertained on account of such break-down.<br>OR<br>(B) The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same.<br><br>(C) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pumps constructed by the corporation no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours it does not interfere with the normal use for which the hand pumps and wells are |

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| | intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Project Manager / Engineer-in-charge shall be the final authority to determine the cost recoverable from the contractor on this account.<br><br>The contractor shall be allowed to construct temporary well in Corporation's land for taking water for construction purposes only after he has got permission of the Project Manager / Engineer-in-charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, and Road service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work. |
| **Clause No.30:-** | **RETURN OF SURPLUS MATERIALS**<br><br>Notwithstanding anything contained to the contrary in any or all of the clause of this contract where any materials for the execution of the contract are procured with the assistance of corporation either by issue from corporations stocks or purchase made under orders or permits or licenses issued by corporations on the contractor shall hold the said material economically and solely for the purpose of the contract and not dispose of them without the permission of the Corporation and return, if required by the PROJECT MANAGER / Engineer-in-charge all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Project Manager / Engineer-in-charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the storage charge, if any. The decision of the Project Manager / Engineer-In-Charge shall be final and conclusive in the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the licenses or permit and or for criminal breach of trust, be liable to pay to the corporation at double the issue rate of double the market rate as the case may be and for all moneys, advantages or profits resulting or which in the usual course world have resulted to him by reason of such breach. |
| **Clause No.31:-** | **CONDITIONS RELATING TO USE OF ASPHALTIC MATERIALS**<br><br>i. The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.<br>ii. The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formulae, before the process of painting is started and shall hypothecate it to the Engineer-in-charge. If any bitumen or tar remains unused on complied of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specification and abandonment of portion of work a corresponding deduction equivalent to the cost of unused materials as determined by the Project Manager / Engineer-in-Charge shall be made and the material returned to the contractors. Although the materials are hypothecated to the Corporation contractor undertakes the responsibility for the proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Project Manager / Engineer-in-Charge in writing. |

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| | The contractor shall be responsible for rectifying defect noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period. |
| **Clause No.32:-** | **TECHNICAL STAFF**<br><br>The contractor shall employ the following technical staff during the execution of this work:-<br>i. One Graduate Engineer when the cost of work to be executed is more than Rs.25 lakhs.<br>ii. One qualified Diploma Holder in Civil Engineering when the cost of work to be executed is more than Rs.15 lakhs but less than Rs.25 lakhs.<br><br>The technical staff should be available at site, whenever required by the Project Manager / Engineer-in-Charge, to take instructions.<br><br>In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a sum of ***Rs.30, 000/-*** for each month of default in the case of Graduate Engineers and ***Rs.20, 000/-*** for each month of default in the case of Diploma Holder.<br><br>**iii) Works up to Rs.15 Lakhs an authorized representative of the Agency to be made available at site to take the instructions from time to time.**<br><br>iv) For the works like Misc. Civil Works, Post rig building works, minor repair and maintenance job and water supply works only authorized representative of the Agency to be made available at site to take the instructions from time to time irrespective of amount of work. |
| **Clause No.33:-** | Deleted |
| **Clause No.34:-** | **TAXES**<br>**Applicable as under General conditions of contract clause 8.0** |
| **Clause No.35:-** | Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Project Manager / Engineer-in-charge on behalf of the corporation shall have the option of terminating the contract without compensation to the contractor. |
| **Clause No.36:-** | Deleted |
| **Clause No.37:-** | Deleted |
| **Clause No.38:-** | i. The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-charge at a place where directed by him, if by a notice in writing under his hand, he shall so require. Credit for such material will be given at the prevailing market rate not exceeding the amount charged from him, excluding the storage charges levied at the time of issue of materials to him.<br><br>The contractor shall also not be entitled to cartage and levied at the time of issue of materials to him. The contractor shall also not be entitled to cartage and incidental charges for returning the surplus materials from and to the stores where from they were issued.<br><br>ii. After the completion of the work the theoretical quantity of cement to be used on work shall be calculated on the basis of standard formulae as may be in force in the central P.W.S over this theoretical quantity of cement shall be allowed a variation up to 5% plus/minus for works the estimated cost of |

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| | which is put to tender is not more than Rs.2 lakhs, up to 4% plus/minus for works the estimated cost of which put to tender is more than Rs. 2 lakhs but up to Rs. 55 lakhs. In the event of it being discovered that the quantity of cement use is less than the quantity ascertained as here in before provided (allowing variation on the minus side as stipulated above), the cost of the quantity of cement not so used shall be recovered from the contractor's bills on the basis of proportional rate derived from the items of contract.<br>iii. The provisions of the foregoing sub-clause shall apply in the case of steel reinforcement or structural steel sections, except that the theoretical quantity of steel shall be taken as the quantity required as per design or as authorized by the Project Manager / Engineer-In-Charge, including authorized lappages, plus 5% wastage due to cutting into places. Over this theoretical quantity plus 5% and minus 4% shall be allowed as variation due to wastage being more or less.<br>iv. The provisions made above are without prejudice to the right of the Corporation to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed specification. |
| **Clause No.39:-** | In respect of all labour, directly or indirectly employed in the work for the performance of the Contractor's part of this Contract, the Contractor shall at his own expense arrange for all the safety provision as per safety codes of C.P.W.D., Indian Standard Institution, the Electricity Act, the Mines Act, Regulations, Rules and Orders made there under and such other Acts as applicable.<br><br>**THE CONTRACTOR** shall observe and abide by all fire and safety regulations of ONGC and instructions/ directions of ONGC. |
| **Clause No.40:-** | The CONTRACTOR agrees, at its own cost, to comply with the provisions of all laws including all labour laws, rules, regulations and notifications issued there under, whether Central or State or local, if applicable to him and to the contract labourers employed by him or to this CONTRACT, from time to time and shall submit documentary evidence in this regard to the entire satisfaction of ONGC.<br><br>Any statutory or otherwise increase in the minimum wages and resultant increase in the payment of Provident Fund, ESI, Bonus, Leave with Wages etc. if applicable to the establishment of the CONTRACTOR and to labourers engaged by him as well as to this contract from time to time, shall be paid by the CONTRACTOR. The ONGC shall not be liable to pay increase in the payment of wages and resultant increase in the payment of Provident Fund, ESI, Bonus, Leave with Wages, etc. to the CONTRACTOR and his labourers on any grounds whatsoever.<br><br>The CONTRACTOR if necessary as per rules, shall obtain license in the prescribed format under the Contract Labour (Regulation & Abolition) Act 1970 read with Rules framed there under and furnish the same to ONGC within fifteen days of receipt of letter of intent but before the signing of formal agreement, failing which the letter of intent / CONTRACT shall be cancelled / terminated without any further notice in this regard and his bid bond and / or performance guarantee shall be forfeited without prejudice to any other right and remedies available to ONGC under the CONTRACT. The CONTRACTOR shall ensure that the license remains valid for the entire period of the CONTRACT and its extension thereof. |
| **Clause No.41:-** | **CLAUSE PERTAINING TO DAMAGE TO WORKS IN CONSEQUENCE OF HOSTILITIES OR WAR-LIKE OPERATIONS.** |

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| | The work (whether fully constructed or not) and all materials, machines, tools and plants. Scaffolding, temporary buildings and other things connected there with shall be at the risk to the contractor until the work has been delivered to the Project Manager / Engineer-in-charge and a certificate from his to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed as consequence of hostilities or war-like operations, the contractor shall. When ordered in writing by the Project Manager / Engineer-in-charge, remove any from the damaged work and shall be paid at the contract rates, in accordance with the provisions of this agreements for this work of clearing the site of debris, stacking or removal of serviceable materials and for their construction of all work ordered by the Project Manager /Engineer-in-charge such payment being in addition to compensation up to the value of work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured or paid for the compensation shall be assessed by the Project Manager / Engineer-in-charge. The contractor shall be paid for the damage, destruction suffered and for restoring the materials at the rates based on the analysis of the rates tendered for in accordance with the provisions of his agreement. The certificate of the Project Manager / Engineer-in-charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.<br><br>Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like-operations (a) unless the contractor had taken all such precautions against Air paid as are deemed necessary by the A.R.P. Officer or the Project Manager / Engineer-in-charge, (b) for any materials, etc., not on the site of the work or for any tools, plant, machinery, scaffolding, temporary buildings and other things not intended for the work<br><br>In the event of the contractor having to carryout of re-construction as aforesaid he shall be allowed such extension of time for its completion as is considered reasonable by the Project Manager / Engineer-in-charge.<br><br>**CLAUSES IN SUPPLY ORDER/INVITATION OF TENDERS WARRANTY CLAUSE:** |
| **Clause No.42:-** | You warrant that everything to be furnished hereunder shall be free of all defects and faults in material workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of the material of the type ordered, and in full conformity with the specifications, drawings or samples, if any, and operable, operate properly. This warranty shall survive inspection of, the payment for and acceptance of the goods, but shall expire twelve months after their arrival at the destination.<br><br>**The warranty / defeat liability period for all type of Civil Construction work may be read as per Clause – 17.** |
| **Clause No.43:-** | **FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**<br><br>If at any time after acceptance of the tender, Engineer-in-charge shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure |

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| | of the whole or part of the works.<br>The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;<br>(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.<br>(ii) ONGC shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however ONGC shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by ONGC, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.<br>(iii) If any materials supplied by ONGC are rendered surplus, the same except normal wastage shall be returned by the contractor to ONGC at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to ONGC stores, if so required by ONGC, shall be paid.<br>(iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.<br>(v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.<br><br>The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.<br><br>The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the ONGC as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the ONGC from the contractor under the terms of the contract.<br><br>A compensation for such eventuality, on account of damages etc. shall be payable @ 0.5% of cost of work remaining incomplete on date of closure i.e. total stipulated cost of the work less the cost of work actually executed under the contract shall be payable. |
| **Clause No.44:-** | **MODALITIES FOR PROVIDING THE K&L / PPES TO CONTRACTUAL WORKERS**<br>• Personal protection Equipment (PPE) and Kits & Liveries (K&L) to be provided by the contractor to all his workers. |

| SI.NO | Location | Service/Job | PPE/Kits & liveries | Frequency of provision |
|---|---|---|---|---|
| 1. | Any location of Rajahmundry Asset | Construction of drill sites and DSA | i. Readymade cotton overall | Throughout contract period. |
| | | | ii) Industrial Safety Shoes | Throughout contract period. |
| | | | iii) Safety Helmet | Throughout contract period. |
| | | | iv) Hand Gloves | As necessary |
| | | | v) Safety Belt | As necessary |
| | | | vi)Gas cutting Goggles | As necessary |
| | | | vii)Welding Gloves | As necessary |
| | | | viii)Welding Helmet | As necessary |
| | | | ix) Face Mask (reusable) | Throughout contract period. |

**Note**:

1) The frequency of provision is tentative only depending upon normal wear & tear, the workmen are to be provided the K&L and PPE for safe working as per requirement and usability.
2) COVID-19 related PPE to be provided to workmen if required and also to keep sufficient stock to meet the emergency situations.

**Provision of Personal Protection Equipment (PPE) and Kits & Liveries (K&L) to Contractual workers.**

I. **Provisioning**

It shall be the sole responsibility of the contractor to provide the following core PPE items to his personnel before commencement of the work as per frequency specified in SOW:-

i. Readymade cotton overall
ii. Industrial Safety shoes
iii. Safety helmet
iv. Clear safety goggles
v. Hand Gloves and work specific PPE/Kits & Liveries items shall also be provided by the Contractor before commencement of the work.

2. The Core PPE for contractual workers shall be of same specification (minimum) which are applicable to ONGC employees except the colour of overall shall be other than orange and preferably maroon with Company logo/Name of the Company.
3. PPE/KIT Card shall be maintained for each contract worker in following format:

**Safety Items & Kit Card Format**

| SI No. | Particulars | Details/Remarks |
|---|---|---|
| 1 | Name of Contractor/Agency/Supplier: | |
| 2 | Contract Details: | |
| 3 | Contract Period: | |
| 4 | No of Contract Labour Deployed: | |
| 5 | Safety Items/Kit Card to be issued: | |

| Sl No | Name of Contract Labour | Kits & Liveries /PPE issued | Date of Issue | Signature of Contract Labour | Signature of Contractor | Verified by PE/Installation Manager | Remark |
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Note:

1. Safety items/Kits & Liveries listed above are indicative and can be modified according to specific work/contract requirement.
2. Technical specifications and norms of items listed/provided above shall be same as applicable to regular employees of ONGC, amended or modified from time to time.
3. Queries with respect to PPE/Kits & Liveries shall be referred to ONGC and decision of ONGC in this regard shall be final.
4. An undertaking to be submitted by the Contractor / Service provider with the bills that PPE/Kits & Liveries issued in performance of the contract are without any defects and persons deployed complying with safety directives and using the protective equipment's/clothing as per work requirements.
5. The Contractor shall be allowed to start the work only after satisfactory outcome of inspection of both registers, i.e the stock register and that maintained for kit cards, which shall be submitted by the contractor after the closure of NOA.

II. **Monitoring**

6. Site supervisors of contractor shall use daily inspection checklists to ensure that all the contractual workers are provided with suitable PPE's and same are being used during the work. During tool box talk, the use of PPE shall be discussed by the Contractor supervisor.
7. ONGC representative at regular intervals shall jointly check individual kit cards with Contractor's Supervisor/Safety Officer at site and inspect that necessary PPE/K&L items are being provided and used during the work by contractual personnel.
8. Installation Manager/Mines Safety Officer/HSE Manager/EIC shall carry out surprise checks /inspection for verifying the availability of suitable core PPE's and its usage by contractual workers. Whenever the contractual workers are found working without any of the core PPEs, Installation Manager shall be empowered to stop the work.
9. Undertaking by the contractor with bills raised for supply of Safety items /Kits and Liveries: The contractor shall provide in the following annexure, an undertaking with bills raised by him that he has provided requisite PPE/K&L to personnel deployed in the contract for the said period.

**Format as Annexure to Undertaking**

| | | | | | |
|---|---|---|---|---|---|
| Name of Agency/Contractor/Supplier: | | | | | |
| Nature of Contract: | | | | | |
| Contract details & validity: | | | | | |
| Details of Core Safety Items and Other Kits & Liveries: | | | | | |
| SL No | Articles | Quantity | Locations | Date of Issue | Remark |
| | | | | | |

CERTIFIED THAT:

1. I have issued the core safety items and other general kits & liveries to

personnel deployed in ONGC, specific to Job /Services as per Contract Agreement No. _____________ .

2. All the core safety items and other general kits and liveries are as per standard BIS/ISO norms and have not outlived its shelf life and not in damaged/unusable conditions.
3. The safety devices and other appliances provided for the protection of personnel deployed shall be of same standard specifications adopted and issued by ONGC.
4. In case of any discrepancies or irregularities in complying with safety items/devices then ONGC is entitled to impose penalty /damages upon service provider as per contract agreement.
5. A standard Kit Card as per contract clause no. _____ is maintained at site for ready reference and inspection by PE/ONGC representatives/Authorities.

Date: (Signature & Seal of the Contractor)

Place:

III. **Actions in case of Non-Compliance:**

1. A list of PPE items issued by the contactor to the contractual workers is to be submitted by the contractor to ONGC before commencement of work along with relevant supporting documents related to PPE's provided by the contractor. The same shall be verified by ONGC before giving clearance to start the work. In case the PPE's are not provided by the contractor before the commencement of work, mobilization by the contractor will be considered as incomplete and the LD wherever applicable as per prevailing terms of contract will be imposed.
2. Whenever the contractual workers are found working without any of the core PPE's Installation Manager/EIC shall be empowered to stop the work as below:
   i. Ask the defaulting worker to leave the site and mark him absent.
   ii. Penalty will be imposed on contractor at the rate of Rs. 1000/- per person per day for non-use of any of the PPE items by the contractual personnel.
   iii. If the contractor fails to provide suitable replacement of damaged/unsuitable PPE's to his personnel contractor shall be asked to stop the work immediately till corrective actions are taken. In such a scenario, the completion date of the job will not be extended and ONGC shall not make any payment till the work is kept in suspension due to non-use of PPE's.
3. In case of repeated violation of non-use of PPE's by the contractual workers for more than three times in onshore operations, the Contractor will permanently remove the defaulters from the site and replace them without delay and at no extra cost to ONGC. Likewise, in case of offshore operations, for repeated violations of non-use of PPE's by the contractual workers for more than three times ONGC shall ask the concerned contractor to send the defaulters back to base at his own expenses and suitable replacement will be provided without delay and at no extra cost to ONGC.
4. In any extreme case, if contractor has failed to start work on the due date, only because of non-provision of PPE's ONGC shall review the requirement and on its sole discretion decide to agree to the Contractor request for issuing PPE to its personnel on cost basis or otherwise. Contractor shall be bound by ONGC's decision

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| | **INSTRUCTIONS TO CONTRACTORS WORKING IN DRILL SITES/ PRODUCTION INSTALLATIONS IN VIEW OF COVID-19.**<br>1. Contractor should maintain a log register containing names of contract workers working at site with residential addresses and mobile numbers and the same should be shared with ONGC representative.<br>2. Wearing of face masks by workers shall be compulsory at all construction locations (drill sites, production installations, other work sites etc.). Contractor shall ensure that all the workers wear face mask all the time. The face mask has to be provided compulsorily by the Contractor.<br>3. All contract workers shall sanitize their hands regularly with sanitizers' at all construction locations. For this Contractor shall provide necessary facilities at all construction locations.<br>4. Contractors shall keep their working area clean and hygienic<br>5. Contractor to advise their workers to bring home-food as far as possible and to consume it within their work place only. Eating outside should be avoided.<br>6. Crowd in working / construction places to be avoided. Social distancing norms of minimum 6 feet to be adhered- to at construction places while working.<br>7. All contract workers to wash hands thoroughly with soap and water, before and after eating meals and also at regular intervals during the day, avoid touching face, eyes. For this contractor shall provide necessary facilities at construction sites like water, soap etc.<br>8. Any Contract worker having fever, cough or breathing problem will not allowed to work in construction locations. This has to be ensured by the contractor time to time.<br>9. In case a contractor worker is found to be having fever, cough or breathing problem at the time of working in construction location then the person should be guided to Doctor or nearby medical center immediately.<br>10. All the contractors, their supervisors and their workers have to download 'Aarogya Setu' compulsorily so as to safeguard them.<br>11. Contractor to advice their contract workers to co-operate with ONGC appointed officials, whenever test are being conducted for Covid-19 while entering any ONGC premises.<br>12. It is responsibility of Contractor to take above precautions in construction locations. For considering the above precautions due to COVID-19, the contractor may quote his rate suitably in tenders. |

## Additional Special Conditions of Contract (ASCC)

1. The contractor shall be responsible to adhere to all the applicable LABOUR LAWS without limiting to the provisions of the Contract Labour (R&A) Act,1970,the Minimum Wages Act ,1948, the Payment Wages Act,1936, the Mines Act,1952, the EPF & MP Act,1952, the Bonus Act,1965, the ESI, Act,1948 and the Payment of Gratuity Act, 1972. In this regard, contractor has to submit an undertaking "stating that he / his firm will abide by the rules regarding Labour Laws and Provident Fund and he / his firm shall be responsible for any default" within 1 (One) week from the date of issue of work order.
2. The contractor shall submit a Copy of EPF registration certificate obtained from the PF commissioner within 1 (One) month from the date of issue of work order or schedule date of completion whichever is earlier.
3. In case the contractor does not submit PF code number, ONGC reserves the right to withhold the PF amount (both employer & employee contribution) from the bill payable to him and it shall be deposited in contractors account as and when he submits PF Code number. The value of PF amount shall be withheld @ maximum numbers of labour employed in a day for entire contract period.
4. According to the provisions of GST Act. Tax is liveable on the works contracts. Necessary deductions will be made by the "Corporation" from the bills of the contractor as required under the act. The rate to tax payable will be as per the legal provisions as amended from time to time.
5. If any tenderer withdraws his tender within validity period (i.e. 90 days) or makes any modifications in the terms and conditions of the tender which are not acceptable to ONGC, the ONGC without prejudice to any other right or remedy, forfeit the earnest money absolutely.
6. Contractor has to produce payment voucher in respect of PF dues, against the number of laborers engaged by him during the tenure of the contract before final payments are released against this contract.
7. The successful tenderer will be required to execute an agreement on a non-judicial stamp paper at his own cost and in the form annexed to the tender documents within **Thirty (30)** days of the notice of acceptance of tender. In the event of the failure of the tenderer to sign the agreement within prescribed time limit as above the amount of earnest money and initial security shall be forfeited to the corporation, and the acceptance of his tender shall be considered as withdrawn. Except that in the event of the notice of acceptance of the tender not being issued within **90 (Ninety) Days** from the date of opening of the tenders, the tenderer shall have the option of with-drawing his tender / offer, in which event the earnest money and the initial security shall be refunded in full.
8. All contracts or terms thereof entered into between the corporation and the contractor under the conditions of contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.

9. Examination of certain condition before tendering by the contractor to be presumed:
    i. The contractor shall be presumed to have satisfied himself by the careful examination before submitting his tender as to the nature of the ground, and subsoil, the form and the nature of the site the quantities and the nature of the work and materials necessary for the completion of the work and means of access to the site, the accommodation he may require, and all other matters incidental thereto, and ancillary thereof, affecting the execution and the completion of the work. He shall also be presumed to have satisfied himself before tendering as to the correctness and the sufficiency of the tender for the work as quoted by him in the tender schedule which rates and prices shall (Except in so far as it is herein after otherwise specifically provided) over all his obligation and the contract and all matters and thing necessary for the proper completion and maintenance of the work.
    ii. It is agreed and understood that no extra payments shall be admissible to the contractor under any circumstances whatsoever consequent on any alleged misunderstanding or miscalculation or arising out of other mistake or factor, not specifically provided for in the contract.
    iii. The quantities set out in the accepted schedule of the rates against item of works quantified are the quantities estimated to be required for such works and they shall not be taken at the actual and correct quantities of the works to be executed by the contractor in fulfilment of the obligations under the contract.
    iv. The contractor shall not carry out any work between hours of sun set and sun rise without the previous permission of the Project Manager / Engineer-in-charge in writing.
    v. The contractor shall keep an order book at the site of the work. Any special orders or instruction to be issued to the contractor will be recorded in this book by the Project Manager

/ Engineer-in-charge or his representative. This book will always be kept at the site of the work. The contractor will however sign against each entry in the order book as a token of his having seen and noted. This order book will be the property of the corporation. The order book should preferably be a half quire ruled with serially numbered pages and bound register.

vi. The contractor shall keep Hindrance Register at site and maintain the details of hindrance etc., jointly with the Project coordinator. This will be property of the corporation

vii. Storage of cement at site is the responsible of contractor.

viii. The work will not be treated as completed and taken over by the corporation till all the components of the work/structure after being constructed at site in all respects have been tested by the Project Manager / Engineer-in-charge to his satisfaction. All tests shall be carried out by the contractor at his own cost as and when directed by the Project Manager / Engineer-in-charge.

ix. Jurisdiction of all matters of disputes/claims arising out of this contract is subject to the exclusive jurisdiction of the local civil courts at Rajahmundry.

## 10. Proposed List of preferred brands / manufacturers / makes

(1) List of Preferred Brand Names of Various Materials / Products are shown below for usage in execution of work. However, approved equivalent material of any other Specialized Companies / Firms may also be user, in case it is established that the Brands Specified below are not available in the market or in other unavoidable circumstances and subject to approval of the alternate Brand by the Engineer-In-Charge. However, in case, the equivalent model so approved, is cheaper that the model already mentioned in item / approved makes list, the price adjustment will be made based on the difference in market rate. In case, the rate of subsequently approved model is more, no extra payment will be made on this account.

(2) It must be ensured, in general, that all materials to be used in the works shall bear BIS Certification mark. In cases where for a particular material / product, BIS Certification Mark is not available, then the material proposed to be procured can be used subject to the condition that it should conform to CPWD Specifications and relevant BIS codes. In such cases written approval of the Engineer-In-Charge shall be obtained before use of such material in their works.

(3) The list given below does not absolve the Executing Agency from their responsibility for using these products. It is only after, they are satisfied about the quality and performance, and the products shall be used. To achieve this, proper check on the quality of the product, actually to be used, should be exercised.

(4) ONGC reserves the right to add or delete any materials and brands in the list of approved makes. However, in case, the equivalent model so approved, is cheaper than the model already mentioned in item / approved makes list, the price adjustment will be made based on the difference in market in market rate. In case, the rate of subsequently approved model is more, no extra payment will be made in this account.

| Sl.NO | Materials | Preferred Make |
|---|---|---|
| 1 | Ordinary Portland Cement / Portland Pozzolana Cement | ACC, Ultratech, Shree Cement, Abbuja, Jay Pee Cement, Vikram, Maha, Penna Cement, Birla Cement, M/s Dalmiya Cement (Bharat) Ltd, J.K. Cement, Bharahi Cement Corporation Ltd, KCP, M/s Chettinad Cement Corporation Pvt. Ltd, Nagarjuna Cement, M/s Ramco Cement Ltd,<br>M/s. Priyadarshini Cement Ltd., M/s. Sri Vishnu Cement Ltd, M/s. Madras Cement Ltd., M/s. Bheema Cement Ltd., M/s. Raasi Cement Ltd., M/s. L&T Ltd. / Ultra Tech, M/s. Kakatiya Cement Ltd., M/s. P.R.Cement Ltd., M/s. Anjani Cement Ltd., M/s. Zuari Cement |
| 2 | White Cement | Birla, J.K. White, Travancore |
| 3 | Reinforcement steel | RINL, SAIL, TATA STEEL Ltd, VIZAG, JSW STEEL Ltd, JINDAL STEEL & POWER Ltd and any other make as approved by ADG-RH CPWD, from time to time. |
| 4 | Plain / Pre-laminated Particle | ECO Board, TESA Action Co., Kitlam. |
| 5 | Ply wood | Kitply, Centuryply, Archidply, Greenply, Merino, Anchor |

| | | |
|---|---|---|
| | | Ply. |
| 6 | Laminates | Kitply, Centuryply, Archidply, Greenlam, Merino, Formica, Decolam, Royal Touche. |
| 7 | Veneers | Kitply, Centuryply, Archidply, Sonear |
| 8 | Flush Door Shutters | Raavela Doors, Kitply, Kutty, Green Ply, Archid Ply, Century. |
| 9 | M.S. Rectangular Structural Sections (RHS) | TATA, SAIL, RINL, JINDAL STEEL & POWER Ltd., JSW |
| 10 | Water Proofing Compound | Ardex Endura, Fosroc, CICO, Pidilite, BASF, Laticrete, Alchemika, SIKA |
| 11 | RCC Door Frames | Ambience Industries, Ventura, Pull Cast |
| 12 | Ceramic Floor / Dado Tiles (Digital Series) | Kajaria, Nitco, H&R Johnson, Somany, Orient Bell, VARMORA GRANITO PVT. LTD., AGLs. |
| 13 | Vitrified Tiles | Kajaria, Nitco, H&R Johnson, Somany, Orient Bell, VARMORA GRANITO PVT. LTD. |
| 14 | Tile Adhesives | Ardex Endura, Latecrete, Weber, Roff. |
| 15 | Aluminium Extruded Sections | Jindal, Hindalco, Indian Aluminium Co., DOMAL |
| 16 | Aluminium Composite Panels (ACP) | ALSTRONG, ALCOBOND, Euro Bond, Aludecor, ALCOPANEL |
| 17 | Float / Plain / Tinted / Tempered Glass | Modi, Sain Gobin, Asahi, Atul, Glower Bell, Hindustan Pilkington |
| 18 | Structural Glazing | Modi, Sain Gobin, Asahi |
| 19 | Grout Compound / Epoxy Grouts | Ardex Endura, Latecrete, Weber, Foscro, M/s Pidilite Industries, Roff, BASF |
| 20 | Cement Based Wall putty | Birla Wall Care, J.K. Wall putty, Asian Paints. |
| 21 | G.I./ MS Pipes | TATA / Prakash Surya / Jindal / Zenith / Apollo |
| 22 | Gun Metal Valves | Zoloto, Leader, SANT |
| 23 | C.I. Sluice Valves | Kirloskar, Leader, Zoloto, BURN, IVS |
| 24 | PTMT Fittings / Fixtures | Prayag, Shakti |
| 25 | C.P. Brass Fittings / Fixtures | Jaguar (Continental Series), Marc (Oriental Series), Parko, ESS, Kingston, Parryware Makes. |
| 26 | U.P.V.C. / C.P.V.C. pipes & specials | Ashirvad, Prince, Supreme, Finolex, Astral, AKG Extrusions Pvt. Ltd. Nandi pipes |
| 27 | Vitreous China Sanitary ware | Parryware, Neycer,Hindware, Cera, Jaguar |
| 28 | Stainless Steel Sinks | Nirali, Gilma, Kaff, Hindware, Johnson, Kingston |
| 29 | Paints / Primer | ICI Dulux, Asian Paints, Bergar, Nerolac, Snocem India, Nippon |
| 30 | Centrifugally Cast (spun) Pipes & Fittings (Sanitary Pipes) | NECO (Jaiswal), Babulal Bajaj Iron Foundary Mathura (HIF), Singhal Iron Foundary (SKF), HEPCO Castings, BIC, Kapiansh Dhatu Udyog (P) Ltd., Raj Pattern Makers & Founders Pvt Ltd. (RPMF) |
| 31 | Centrifugally Cast (spun) Pipes (LA) & Fittings (Water Supply Pipes) | Electro steel, Kesoram, LANCO Industries |
| 32 | Steel Windows / Steel Frames | Madhu Industries, Bangalore, San Harvic, Ahmedabad / Baroda |
| 33 | Cement Bonded Particle Board | BISON Boards of NCL Co. |
| 34 | Mirror Glass | Modi Guard, Atul, Golden Fish |
| 35 | Stainless Steel Friction Stay Hinges | Hafele, Earl Bihari of equivalent |
| 36 | Fire Resistant Flush doors | Shakti, MPP Schodders, JAIN wood industries, Kenwood. |
| 37 | Dash / Anchor Fasteners | HILTI, Fischer or equivalent |
| 38 | Calcium Silicate False Ceiling Tiles | Aerolite,\ Co. or equivalent |
| 39 | Gypsum Board False Ceiling | Saint Gobain, Boral Board, Amstrong Co., Lafarge, Vans |

| | | |
|---|---|---|
| | | Gypsum |
| 40 | Mineral Fabre Board False Ceiling Tiles | Armstrong Co./ Dexune |
| 41 | UPVC Doors, windows & accessories | Fenesta, Kommerling, Rahau, ENCRAFT, MADHU Industries |
| 42 | High Density Fibre (HDF) Pre-laminated boards | Pergo, Armstrong |
| 43 | Sensor Based Auto Flush Systems | A O S Systems, TOTO, Parryware, Hindware, Grohe, Kochler |
| 44 | False Flooring System | KEBAO, PINNACLE Access Floor System |
| 45 | Factory made CC Inter locking paver Blacks / Kerb Stones | NITCO, Classic Tiles, UNITILE, NTC. |
| 46 | Anodised / Powder Coated Aluminium Fittings / Fixtures | Classic, Crown, Everite, Jyoti, Shakti |
| 47 | Pre-coated Galvenised Iron Profile Sheets | Pennar Sheets, TATA Blue scope, Nippon Steel |
| 48 | PVC (Prelaminated) Doors | Rajshri Plastiwood, Accura Polytech Pvt. Ltd., JAIN |
| 49 | PVC (Prelaminated) Door Frames | Rajshri Plastiwood, Accura Polytech Pvt. Ltd., Polyline Duraplast, Dhabriya Polywood Ltd., JAIN Wood industries |
| 50 | Actactic Polypropylene (APP) Modified Water Proof Members | STP, Bitumat Co. Ltd. |
| 51 | Stainless Steel Wire Mesh | Champion Make / GKD / Wmw |
| 52 | Admixtures / Plasticizers | Fosroc, MC Bauchemie, CICO, Sika / MBT |
| 53 | Structural Steel Sections | TATA, Jindal, Prakash |
| 54 | Bitumen | Indian Oil, Hindustan Petroleum Corporation |
| 55 | Hydraulic Door Closers / Floor Springs | Godrei, Hardwyn, Everite, Magnum, Doorset, Hafele, Hettich |
| 56 | Steel Nuts, Bolts and Screws | Atul, Hilti |
| 57 | Precast Terrazo Tiles | NITCO, Hidustan, Modern |
| 58 | Precast Chequered Tiles | NITCO, Hidustan |
| 59 | Precast Cement Concrete Tile | NITCO, Hidustan, Classic |
| 60 | Adhesive / Glue | Pidilite Industries (Fevicol), Dunlope, VAM Organic |
| 61 | Water Proofing Cement Paint | Snowcem India, ICI Dulux, Berger Paints |
| 62 | Fire Clay Sinks with or without Drain Board | Sunfire, Parryware |
| 63 | RCC Non Pressure (NP-2) Pipes | Indo., Hindustan, Balaji Pipe Industries, Indian Hume Pipes Ltd., |
| 64 | Factory Made SFRC (RCC) Manhole Covers | Indo, Balaji Pipe Industries |
| 65 | CI Manhole Covers | SKF, HIF, Neco |
| 66 | Unglazed Heavy Duty Vitrified Tiles | Somany (Dura Gres), Kjaria (Pavigres) |
| 67 | Unglazed Heavy Duty Paver / Parking Tiles | Somany (Dura Stone), Johnson (Endura) |
| 68 | Spider Fittings for Structural Glazing | Dorma, Sevax |
| 69 | PVC Water Storage Tanks | Sintex, Durocon, Polycon |
| 70 | Poly Sulphide Sealant | Pidilite Industries, Tuffseal, Choksey chemicals, POSROC |
| 71 | Structural and Weather Sealants | Dow Corning, Wacker, GE |
| 72 | Adhesive Tape | Norton, Pidilite |
| 73 | Hardeners | Ardex Endura / Ironite / Ferrok / Hardonate / Fosroc |
| 74 | Glass Mosaic Tiles | Palladio / Coral / Mridul / Bisazza |

| | | |
|---|---|---|
| 75 | Water Based Melamine Polish | Asian Paints / Pidilite Industries / Ici Dulux. |
| 76 | Ball Bearing Hinges and Spring Hinges | Dorma / Hafele / Geze / Magnum / Doorset / Hettich |
| 77 | Stainless Steel Screws | Kundan / Arrow / Nattlefold / Gkw. |
| 78 | Pu Enamel Metallic Paints On Ms Structure | Skk / Oikos / Acro / Asian |
| 79 | Clamp System For Dry Stone Cladding | Hitli / Fischer / Bosch |
| 80 | Locks In Cabinets, Furniture | Hettich / Blum / Hafele |
| 81 | Four Point / Multi Point Locking Handle | Hefele / Alu-Alfa / Geze / Dorma |
| 82 | Rockwool / Glass Wool Insulation | Twigafiber / Llyod Insulation / Supreme |
| 83 | EPDM Gasket | Hanu / Anand |
| 84 | All Types of PVC Flooring | LG Hausys / Ger Flor / Armstrong |
| 85 | Upvc Pipes & Fitting | Supreme / Prince / Astral / Kisan / Finolex, Sudhakar, Ashirwad, AKG Extrusions Pvt. Ltd. |
| 86 | Polymer / bended synthetic wax Based Curing Compounds | ARDEX ENDURA / FOSROC / SIKA / BASF |
| 87 | Autoclaved aerated cement blocks | M/s Hyderabad Industries Limited, M/s Ultratech India Limited, M/s Siprox India Limited, PRIME AAC Blocks of ECO-CARE Buildings Products Pvt Ltd. |
| 88 | Seismic Separation Joint (Expansion Joint System) | Sanfield, Tristar, Hercules |
| 89 | Acrylic Polymer modified cement coating | ARDEX ENDURA, FOSROC, BASF, Sika, CICO. |
| 90 | Polycarbonate Sheets | GE Plastic, EVEREST |
| 91 | Stainless Steel Railings / Accessories etc., | DORMA, D-Line, Jindal Stainless Steel Ltd., ESSAL |
| 92 | Ready Mix Concrete (RMC) | RMC, ULTRATECH, ACC, LAFARGE |
| 93 | Fly ash Cement Bricks | Hemanth, M/s Simhadri FAL-G products, M/s Saipura FAL-G Industries, M/s Lakshmi industries, Unicon infra products. |

# CONSOLIDATION CO-EFFICIENT OF ROAD ROLLER

Annexure to Clause 34 (ii) showing quantities of materials or areas of surfacing to be considered for working out the minimum period for which hire charges of road roller (8 to 10 Tonnes) are to be recovered.

| Sl.No | Materials of Surfacing | Quantity of Area |
|---|---|---|
| 1 | Earth Sub grade | 1860 Sqm |
| 2 | Stone soling 15cm to 22.5cm thick | 170 Cum |
| 3 | Brick soling 10cm to 20cm thick | 230 Cum |
| 4 | Aggregate of Stone ballast 7.5cm to 11.5cm thick (For W.B.M. / W.M.M etc) | 30 Cum |
| 5 | Wearing coat of brick ballast 10cm thick | 60 Cum. |
| 6 | 6mm thick red bajri spread and consolidated with road roller | 1860 Sqm |
| 7 | Painting one coat with stone grit 12.5mm nominal size @ 1.65 Cu. m. / 100 Sq. m. and hot bitumen, cold bitumen or tar as specified. | 930 Sqm |
| 8 | Painting two coats, with stone grit 12.5mm nominal size @ 1.5 Cu. m. / 100 Sq. m. with binder and second coat with stone grit 10mm nominal size @ 0.9 Cum/ 100 Sq | 600 Sqm |

| | | |
|---|---|---|
| | m. and binder. The binder being hot bitumen or tar as specified. | |
| 9 | Repainting with stone grit 10mm size @ 0.9 cum/100 sqm and bitumen of tar as specified. | 1670 Sqm |
| 10 | Laying full grouted surface with stone ballast 40mm nom size @ 6.10 cum per 100 sq m grouting with blinder, blinding with 20mm to 12.5mm nom size grit @ 1.83 cum per 100 sq m and seal coat of blinder and stone grit 10mm non size @ 1.07 cum / 100 sq m. The binder being hot bitumen or tar as specified. | 460 sqm |
| 11 | Laying full grouted surface with stone ballast 50mm nom size @ 9.14 cum / 100 sqm and grouting blinder, blinding with stone grit 20mm to 12.5mm nom size grit @ 1.83 cum / 100 and seal coat of binder being hot bitumen or tar as specified. | 370 Sqm |
| 12 | 2 cm thick premix carpet surfacing with stone grit 10mm nom size @ 1.4 cum / 100 sqm and binder including tack coat, the binder being hot bitumen or tar as specified. | 930 Sqm |
| 13 | 2 cm thick premix carpet surfacing with stone grit 10mm nom size @ 3 cum / 100 sqm and binder including tack coat, the binder being hot bitumen or tar as specified. | 560 Sqm |
| 14 | 4 cm thick premix macadam surfacing with stone ballast 25mm nom size @ 4.75 cum / 100 sqm and hot bitumen binding with stone grit 12.5mm nom size @ 1.52 cum / 100 sqm and seal coat of hot bitumen, and stone grit 10mm nom size @ 1.07 cum / 100 sqm | 560 Sqm |
| 15 | 5 cm thick premix macadam surfacing with stone ballast 25mm nom size @ 6.10 cum / 100 sqm and hot bitumen binding with stone grit 12.5mm nom size @ 1.52 cum/100 sqm and seal coat of hot bitumen, and stone grit 10mm nom. size @ 1.07cum/100sqm | 460 Sqm |
| 16 | 4 cm thick bitumen concrete surfacing with graded stone ballast (20 mm nom. Size to 12.4 mm size) @ 3.8mm / 100 sqm coarse sand @ 1.3 cum / 100 sqm and hot bitumen, over a tack coat of hot bitumen. | 560 Sqm |
| 17 | 5 cm thick bitumen concrete surfacing with graded stone ballast (25 mm nom. Size to 20 mm size) @ 4.8mm / 100 sqm coarse sand @ 2.4 cum / 100 sqm and hot bitumen, over a tack coat of hot bitumen. | 310 Sqm |
| 18 | 6 cm thick bitumen concrete surfacing with graded stone ballast (40 mm nom. Size to 25 mm size) @ 5.8mm / 100 sqm coarse sand @ 2.9 cum / 100 sqm and hot bitumen, over a tack coat of hot bitumen. | 280 Sqm |
| 19 | 2.5 cm thick bitumastic sheet with hot bitumen and stone grit (12.5 mm to 10 mm nom size) @ 1.65 cum / 100 sqm and coarse sand @ 1.65 cum / 100 sqm or a tack coat of hot bitumen. | 750 Sqm |
| 20 | 4 cm thick bitumastic sheet with hot bitumen and stone grit (12.5 mm to 10 mm nom size) @ 2.6 cum / 100 sqm and coarse sand @ 2.5 cum / 180 sqm over a tack coat of hot bitumen. | 560 Sqm |

# RATE OF SEIGNIORAGE FEES

The contractor should produce Mineral Revenue Clearance Certificate (MRCC) as a proof of having paid the Seigniorage fee towards minor minerals as per the applicable rates. In the event of non-submission of MRCC certificate normal Seigniorage fee will be directly deducted from contractors bills and remitted to mines departments.

| S.No. | Name of the Minor Minerals | Rates per Unit |
|---|---|---|
| 1.a) | Boulders, Building stone including stone used for road metal/ballast, concrete and other construction purpose. | Rs.75/- (Rupees Seventy Five per Cubic meter) |
| b) | Boulders and Building stone exclusively used for foundation purposes and not useful for crushing purposes, Khomdalite, laterites, sand stone. | Rs.75/- (Rupees Seventy Five per Cubic meter) |
| 2. | Lime stone slabs for flooring and roofing purposes.<br>a) Colour (All colours) | Rs.8/- (Rupees Eight) per square meter of Rs.100/- (Rupees One Hundred) per Metric tonnes whichever is higher (All colour) |
| 3. | Lime Kankar | Rs.80/- (Rupees Eighty per Metric Tonne) |
| 4. | Marble | Rs.250/- (Rupees Two Hundred Fifty per Cubic meter.) |
| 5. | Mosaic chips | Rs.50/- (Rupees Fifty per tonne.) |
| 6. | Gravel, murrom, shingle, ordinary earth and other such material used for the commercial purpose as filling material in road and constructional works. | Rs.30/- (Rupees Thirty per Cubic meter.) |
| 7. | Ordinary sand. | Rs.50/- (Rupees Fifty per Cubic meter.) |
| 8. | Ordinary clay, silt & brick earth used in the manufacture of bricks and tiles including Mangalore tiles. | Rs.6,000/- (Rupees Six Thousand per kiln up to a maximum quantity of 1.00 Lakh bricks/tiles per annum. |
| 9. | Chalcadanypebbles used for building purposes. | Rs.50/- (Rupees Fifty per metric tonne) |
| 10. | Lime stone used for burning and building | Rs.40/- (Rupees forty per tonne.) |
| 11. | Lime stone other than classified as major minerals used for lime burning for building construction purpose. | Rs.80/- (Rupees Eighty per Metric Tonne) |
| 12. | Lime stone used in cutting and polishing units for using as panels and flooring material. | |
| 13. | Fuller's earth/bentonite. | Rs.110.00 / Rs.44.00 (Rupees One Hundred Ten / Forty Four per tonne.) |
| 14. | Shale and slate and Phylite | Rs.110/- (Rupees one hundred ten per tonne.) |
| 15. | Rah-Matti | Rs.17/- (Rupees seventeen per tonne.) |

**NOTE : As per G.O. Ms.No.100; Dt:31.10.2015**

**CONTRACTOR** **TENDER CELL**

# OIL AND NATURAL GAS CORPORATION LIMITED

**The minimum wages to be paid to the Labourers are as under:**

| | | | |
|---|---|---|---|
| 1. | Mazdoor | Rs.443.00 | Per Day |
| 2. | Blacksmith with tool 1st class | Rs.625.00 | Per Day |
| 3. | Carpenter with tools 1st class | Rs.625.00 | Per Day |
| 4. | Plumber with tools 1st class | Rs.625.00 | Per Day |
| 5. | Mason with tools 1st class | Rs.625.00 | Per Day |
| 6. | Painter with tools 1st class | Rs.625.00 | Per Day |
| 7. | Watchman | Rs.443.00 | Per Day |
| 8. | Fitter 1st class | Rs.625.00 | Per Day |
| 9. | Mukadam | Rs.443.00 | Per Day |
| 10. | Electrician 1st class | Rs.625.00 | Per Day |
| 11. | Mixture Driver | Rs.519.00 | Per Day |

**Note: Whenever, there is change in minimum wages to labours by the Govt. the contractor has to make payment as per New Labour Rates for which no intimation will be sent separately by ONGC.**

**CONTRACTOR** **TENDER CELL**

# OIL AND NATURAL GAS CORPORATION LIMITED

## Scope of Work and Technical Specifications

1. Inside material storage shed, RCC & PCC flooring is to be provided of size 11.50 x 4.50 x 0.15 & PCC flooring of size 11.00 x 4.50 x 0.15 mt after base concrete.
2. New Toilet of size 2.10 x 2.10 to be constructed inside PTYS shed with all facilities.
3. Inside PTYS shed at Narsapur #4, flush door of size 2.10 x 1.20 Mtrs is to be provided.

**TIME LIMIT: 30 Days**

**1. GENERAL:**

All works shall be done strictly according to latest CPWD/ State PWD / relevant item specifications wherever applicable. Where the specifications are not covered by CPWD, the provision in the relevant IS codes will be applicable. In the event of any discrepancy of above, the decision of Engineer – in - charge shall be final and binding on the contractor.

Good workmanship and neat appearance is the prerequisite for all sections of work. The total planning and sequence of different activities must be got approved by the Engineer-in-charge.

**2. QUALITY CONTROL ON WORK AND MATERIALS:**

The contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate set up for ensuring the same.

Testing of quality of executed work, necessary test for construction materials such as Cement, steel, bricks, sand, aggregates etc. will be carried out as per CPWD / State PWD specifications and the frequencies thereof shall be as per stipulations laid down in contract document / CPWD specifications.

# PROFORMA FOR AGREEMENT.

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

Whereas CORPORATION is desirous of …………… (description of services) for carrying out CORPORATION's operations conforming to specifications as set forth in the Scope of Work.

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) In this agreement words and expression have the same meaning as are respectively assigned to them in General Condition of Contract.
2) The following documents annexed herewith shall be taken as mutually explanatory of one another and shall be deemed to form and be read and construed as integral parts of this Contract and in case of any discrepancy, conflict, dispute they shall be referred to in the order of priority as cited below:

   Agreement
   - Special Conditions of Contract
   - General Conditions of Contract.
3). Bidding Documents comprising of Part-IV including Addenda / other documents issued by Company, subsequent correspondences exchanged between the Company and the Contractor which have been agreed to by the Company and the Contractor and Sections cited in the order of priority :
   i) Scope of the Works & Design
   ii) Specifications/ data Sheets
   iii) Drawings/ Documents

   In event of conflict within Scope of the Works & Design, the order of precedence is Scope of Work, then Design.
4. Annexure – 1 Contract price schedule
5) The Contract constitutes the entire Agreement between the Company 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 Agreement.
6) The Contractor hereby covenants with Company to perform the Work in conformity in all respect with provisions of the Contract and in consideration of the carrying out and completion of the Works by the Contractor, the Company hereby covenants to pay the amounts at the times and in the manner described hereinafter.

IN WITNESS WHEREOF the parties here to have hereunto set their respective hands in Rajahmundry, the day and year first above written.

| | |
|---|---|
| For and on behalf of Contractor | For and on behalf of<br>Oil and natural Gas Corporation Ltd. (Company) |
| WITNESSES | WITNESSES |
| (1) ---------------- | (1) --------------- |
| (2) ---------------- | (2) --------------- |
| By (Contractor) | by (Company) |
| **CONTRACTOR** | **TENDER CELL** |

## AUTHORIZATION LETTER FOR ATTENDING TENDER OPENING

To,
In-charge Tender Cell
1$^{ST}$ Floor, C-Wing, Room No.11,
Godavari Bhavan,
ONGC Base Complex,
Rajahmundry Asset,
RAJAHMUNDRY-533106

Sub : Authorization for Attending Tender Opening

Tender No. :

Due On :

Sir,

Mr./Ms. ______________________ has been authorized on my / our behalf to be present at the time of the opening of above tender due on _____________ at Oil & Natural Gas Corporation Limited, Rajahmundry Asset, Rajahmundry (Andhra Pradesh).

Yours faithfully,
(Signature of bidder)

Specimen Signature

Attested
(Signature of bidder)

**Copy to:**

Mr./Ms ____________________________ for information and for production before the tender opening officer at the time of opening of tender.

**Proforma of Electronic Bank Guarantee towards Performance Security**
**PERFORMANCE GUARANTEE**

Reference No. ___________________
Bank Guarantee No. _____________
Dated: ____________

Oil & Natural Gas Corporation Ltd.
Engineering Services, Rajahmundry Asset,
A.P. 533106

Dear Sirs,

1. In consideration of Oil & Natural Gas CORPORATION Limited, incorporated under the Companies Act, 1956, having its Registered Office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mendela Marg, Vasant Kunj, New Delhi - 110070, India and one of its offices at "Rajahmundry Asset" – 533106 (AP) (hereinafter referred to as `ONGC', 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 having agreed that the CONTRACTOR shall furnish to ONGC 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 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 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 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 may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that ONGC 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 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 or any indulgence by ONGC 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 under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till ONGC 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 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) ___________.
All Claims of ONGC (beneficiary) against this Bank Guarantee, shall be remitted by the __________________________ (Bank's name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:

| | |
|---|---|
| Beneficiary Account Name | **Oil and Natural Gas Corporation Limited** |
| Bank Name | **State Bank of India** |
| Branch | **CAG Delhi,** |
| Branch Code | **17313** |
| Bank Account No | **42559953079** |
| ISFC Code | **SBIN0017313** |
| SWIFT Code | **SBININBB824** |
| Account Type | **CC** |

Any claim under this Guarantee must be received by us on or before________ (Indicate date of expiry of claim period which includes minimum one month period from the expiry of this Bank Guarantee). If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ONGC 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 & official address
(In legible letters)

_______________
(Signature)
Full name, designation and
Official Address
(In legible letters)
With bank stamp

WITNESS NO. 2

______________
(Signature)

Attorney as per power of Attorney No._________Date:
_______

Full name & official address
(In legible letters)

**FOR FURNISHING BANK GUARANTEE FOR PERFORMANCE BOND**

1. *The e-bank guarantee by Indian bidder will have to be given with e-stamping as per stamp duty applicable at the place from where the bid has emanated. The e-stamping should be either in the name of the issuing bank or the bidder.*
2. Deleted
3. Deleted
4. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days to the CONTRACT completion date unless otherwise specified in the bidding documents.

5. *The bidders will give ~~Bank Guarantee /~~ Electronic Bank Guarantee from any of the following categories of Banks:*

*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*

*Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.*

*OR*

*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.*

*Bidders will be required to provide the details of e-BG such as Number, Date, Name of issuing bank and amount in their bid.*

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

| | | |
|---|---|---|
| (i) | PAN | AAACO1598A |
| (ii) | Name | Oil and Natural Gas Corporation Limited |
| (iii) | Date of Incorporation | 23.06.1993 |
| (iv) | Email ID | **ebg@ ongc.co.in** |
| (v) | Contact No. | **0120-6034040,**<br>**0120-4487711** |
| (vi) | Legal Constitution | Entity |
| (vii) | Registered office address | Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70 |
| (viii) | Registered office address Pin code | 110070 |
| (ix) | Communication address | ONGC, Shared Service Center,<br>1st Floor,<br>IBM office, Sector 62, Noida-201309, Uttar Pradesh |
| (x) | Communication Address Pin code | 201309 |

**7.** The default/preferable mode of submission of Security Deposit for all tenders will be NEFT/RTGS/Electronic fund transfer or e-BG. Till the time e-BG process stabilizes and becomes available from all the scheduled Banks and branches, SFMS based BG will also be accepted by ONGC. However, whenever a bidder submit SFMS based BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS based BG.

In SFMS based BG following procedure to be followed:

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

b) The SFMS bank guarantee will have to be given on non-judicial stamp paper / with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt e-stamping should be either in the name of the issuing bank or the bidder.

c) The original BG in physical form towards Security Deposit (along with SFMS delivery report /message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. ONGC's bank) should reach to the designated ONGC office on or before date of Security Deposit (Performance Security) as stipulated in NOA.

d) SFMS based BG will not be acceptable unless details of the same is transmitted to the ONGC's Bank through SFMS platform. It's bidder's responsibility to ensure that BG issuing bank sends the BG advice correctly in the form of message format 760COV via SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including following: (Details for encashment of Bank Guarantee as well as for messaging BG advice in the form of message format 760COV via SFMS)

1) Beneficiary Account Name: **Oil and Natural Gas Corporation Limited**
2) Bank Name : **State Bank of India**
3) Bank Account No. : **10471668364**
4) IFSC Code : **SBIN0016314**
5) Branch Mail ID : **sbi.16314@sbi.co.in**

e) In case of any error by the applicant (bidder/contractor) or BG issuing bank while capturing the requisite field details/format or non-receipt of confirmation of BG through SFMS 760COV message format, bidder/contractor shall be responsible for the same.

f) For any amendment of SFMS BG, message 767COV through SFMS should be used.

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR SUPPORTING COMPANY (TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)**

This agreement made this ___ day of ____ month ____ year by and between M/s. ____________________ (Fill in the Bidder's full name, constitution and registered office address) Corporate Identity Number --------- hereinafter referred to as bidder on the first part and M/s. ___________ (Fill in full name, constitution and registered office address of company which hold more than fifty percent of the paid up share capital of the bidding company / company in which it holds more than fifty percent of the paid up share capital. as the case may be) Corporate Identity Number ---------hereinafter referred to as "Supporting Company" of the other part:

WHEREAS

M/s. Oil and Natural Gas Corporation Limited (hereinafter referred to as ONGC) Corporate Identity Number --------- has invited offers vide their tender No. _____________ for _________________ and M/s. __________________ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. ________________ [Supporting Company)] and whereas Supporting Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

1. M/s.____________ (Bidder) will submit its bid to ONGC for the full scope of work as envisaged in the tender document and liaise with ONGC directly for any clarifications etc. in this context.
2. M/s. _________ (Supporting Company) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Supporting Company and accepted by the bidder.
3. Bidder and the Supporting Company undertakes to maintain more than 50% share-holding between Supporting Company and Bidding Company till the execution / completion of the contract.
4. This agreement will remain valid till validity of bidder's offer to ONGC including extension if any and till satisfactory performance of the contract in the event the contract is awarded by ONGC to the bidder.
5. It is further agreed that for the performance of work during contract period bidder and Supporting Company shall be jointly and severely responsible to ONGC for satisfactory execution of the contract.
6. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by ONGC.

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

| | |
|---|---|
| For and on behalf of<br>(Bidder) | For and on behalf of<br>(Supporting Company) |
| M/s.<br>Witness:<br>1)<br>2) | M/s.<br>Witness:<br>1)<br>2) |

## GURANTEE BY THE SUPPORTING COMPANY / GUARANTOR

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

WHEREAS

1. M/s Oil & Natural Gas Corporation Limited, a company duly incorporated under the Companies Act 1956, having Corporate Identity Number ----------and its Registered Office at ------------------------------------ and having an office, amongst others, at …………… (insert purchase centre address) hereinafter called "ONGC " which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, has invited tender number ………………… for …….. on …………..2. M/s ………………….. (mention complete name), a company duly organized and existing under the laws of ……………. (insert jurisdiction/country), having Corporate Identity Number ----------and its Registered Office at …………………….. (give complete address) hereinafter called "the Bidder and or Contractor as the context may require which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, _have in response to the above mentioned tender, submitted their bid bearing number …………………… to ONGC

3. The Bidder/Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/Bidder. Further, Bidder/Guarantor Company undertakes to maintain more than 50% paid up equity capital of the Supporting Company/Bidder till the execution / completion of the contract.
4. The Bidder does not meet the Experience criteria required under the aforesaid tender.

5. The Guarantor Company meets all the Experience criteria parameters stipulated under the aforesaid tender and wishes to support the Bidder to make it eligible to submit its bid.

6. ONGC is willing to consider the bid of the Bidder Company only if the bid is accompanied with a guarantee from the Guarantor Company guaranteeing technical support for satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by ONGC Corporation at any stage.

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

Accordingly, at the request of the Bidder Company and in consideration of and as a requirement of the aforesaid tender, the Guarantor hereby gives this guarantee to ONGC and undertakes as follows:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder / Contractor Company of any of its obligations under the Bid or the Contract that may be awarded in any respect, the Guarantor shall, immediately on receipt of notice of demand from ONGC, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the Corporation and duly perform the obligations of the Company to the satisfaction of the Corporation.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) under the contract that may be awarded to the Bidder/ Contractor.

3. The Guarantor shall be jointly with the Bidder / Contractor as also severally responsible to ONGC for satisfactory performance of the contract that may be awarded to the Bidder / Contractor by ONGC. .

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

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

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

7. The Guarantor is providing Performance Bank Guarantee ( BG No. _______ dated______ issued by ________) of USD/INR…………, to ONGC as guarantee for performance by the Bidder / Contractor. The Guarantor hereby expressly agrees that if in the opinion of ONGC, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, ONGC shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of ONGC about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor.

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

For & on behalf of (Supporting Company)
M/s ___________________________

Signature__________________
Name_____________________
Designation ________________
official seal________________

Witness:
1.Signature________________
Full Name _________________
Address___________________

2.Signature________________
Full Name _________________
Address___________________

**Instructions:**

(i) The above agreement shall be acceptable, only if singed by any of the following officials (who are empowered to sign such agreements) from the respective companies:
  - CEO, (or)
  - any of the full time Directors at the Board level, (or)
  - Proprietor in case of Sole Proprietorship concerns, (or)
  - all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
  - any official holding valid authorization for signing such agreements.

**Proforma of Bank Guarantee towards Performance Security by the Supporting Company / Ultimate Controlling Company (as the case may be) of the bidding company.**

**PERFORMANCE GUARANTEE**

Ref. No.______________________________ Bank Guarantee No _____________
Dated__________________________

To,

Oil & Natural Gas CORPORATION
______________________________
______________________________
India

Dear Sirs,

1. In consideration of Oil & Natural Gas CORPORATION Limited, incorporated under the Companies Act, 1956, having its Registered Office at ----------------------------- New Delhi-110001, India and one of its offices at _____________________ (hereinafter referred to as `ONGC', 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).

Further, M/s _____________ (Name of the Supporting company) having its registered/head office at _______________________(hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between ONGC and the CONTRACTOR and ONGC having agreed that the 'SUPPORTING COMPANY' shall furnish to ONGC a performance guarantee for Indian Rupees/US$ .............. towards providing support to the CONTRACTOR for successful completion of the contract as mentioned above,

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

3. The Bank also agrees that ONGC 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 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that ONGC may have in relation to the 'SUPPORTING COMPANY's' liabilities.

4. The Bank further agrees that ONGC 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 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 or any indulgence by ONGC 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 under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till ONGC 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 or that of the 'SUPPORTING COMPANY'.

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.

(Circular No. 31/2019 dated 15.11.2019)

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

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

| | |
|---|---|
| Beneficiary Account Name | **Oil and Natural Gas Corporation Limited** |
| Bank Name | **State Bank of India** |
| Branch | **CAG Delhi,** |
| Branch Code | **17313** |
| Bank Account No | **42559953079** |
| ISFC Code | **SBIN0017313** |
| SWIFT Code | **SBININBB824** |
| Account Type | **CC** |

Any claim under this Guarantee must be received by us on or before________ (Indicate date of expiry of claim period which includes minimum one month period from the the expiry of this Bank Guarantee). If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ONGC 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 & official address
(In legible letters)

(Signature)
Full name, designation and
Official Address
(In legible letters)
With bank stamp

WITNESS NO. 2

______________

(Signature)

Attorney as per power of Attorney No._________ Date: _______

Full name & official address
(In legible letters)

**FOR FURNISHING BANK GUARANTEE FOR PERFORMANCE BOND**

*1. The e-bank guarantee by Indian bidder will have to be given with e-stamping as per stamp duty applicable at the place from where the bid has emanated. The e-stamping should be either in the name of the issuing bank or the bidder.*

2. Deleted

3. Deleted

4. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days to the CONTRACT completion date unless otherwise specified in the bidding documents.

*5. The bidders will give ~~Bank Guarantee /~~ Electronic Bank Guarantee from any of the following categories of Banks:*

*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*

*Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.*

*OR*

*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.*

*Bidders will be required to provide the details of e-BG such as Number, Date, Name of issuing bank and amount in their bid.*

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

| | | |
|---|---|---|
| (xi) | PAN | AAACO1598A |
| (xii) | Name | Oil and Natural Gas Corporation Limited |
| (xiii) | Date of Incorporation | 23.06.1993 |
| (xiv) | Email ID | **ebg@ ongc.co.in** |
| (xv) | Contact No. | **0120-6034040,**<br>**0120-4487711** |
| (xvi) | Legal Constitution | Entity |
| (xvii) | Registered office address | Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70 |
| (xviii | Registered office address Pin code | 110070 |
| (xix) | Communication address | ONGC, Shared Service Center,<br>1st Floor,<br>IBM office, Sector 62, Noida-201309, Uttar Pradesh |
| (xx) | Communication Address Pin code | 201309 |

**7.** The default/preferable mode of submission of Security Deposit for all tenders will be NEFT/RTGS/Electronic fund transfer or e-BG. Till the time e-BG process stabilizes and becomes available from all the scheduled Banks and branches, SFMS based BG will also be accepted by ONGC. However, whenever a bidder submit SFMS based BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS based BG.

In SFMS based BG following procedure to be followed:

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

h) The SFMS bank guarantee will have to be given on non-judicial stamp paper / with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt e-stamping should be either in the name of the issuing bank or the bidder.

i) The original BG in physical form towards Security Deposit (along with SFMS delivery report /message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. ONGC's bank) should reach to the designated ONGC office on or before date of Security Deposit (Performance Security) as stipulated in NOA.

j) SFMS based BG will not be acceptable unless details of the same is transmitted to the ONGC's Bank through SFMS platform. It's bidder's responsibility to ensure that BG issuing bank sends the BG advice correctly in the form of message format 760COV via SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including following: (Details for encashment of Bank Guarantee as well as for messaging BG advice in the form of message format 760COV via SFMS)

1) Beneficiary Account Name: **Oil and Natural Gas Corporation Limited**
2) Bank Name : **State Bank of India**
3) Bank Account No. : **10471668364**
4) IFSC Code : **SBIN0016314**
5) Branch Mail ID : **sbi.16314@sbi.co.in**

k) In case of any error by the applicant (bidder/contractor) or BG issuing bank while capturing the requisite field details/format or non-receipt of confirmation of BG through SFMS 760COV message format, bidder/contractor shall be responsible for the same.

l) For any amendment of SFMS BG, message 767COV through SFMS should be used.

## FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SUPPORTING COMPANY AND THE ULTIMATE CONTROLLING COMPANY

## (TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ___ day of ____ month ____ year by and between M/s. ____________________ (Fill in Bidder's full name, constitution and registered office address) ___________ Corporate Identity Number ---------hereinafter referred to as "Bidder" of the first part and
M/s. ___________ (Fill in full name, constitution and registered office address of Supporting Company of the Bidder) Corporate Identity Number ---------herein after referred to as "Supporting Company" of the second part and
M/s______________(Fill in the full name, constitution and registered office address of the Ultimate Controlling Company of both the companies viz. bidder and the supporting company) hereinafter referred to as "Ultimate Controlling Company" of the third part.

WHEREAS

M/s. Oil & Natural Gas Corporation Limited Corporate Identity Number --------- (hereinafter referred to as ONGC) has invited offers vide their tender No. _____________ for __________ and
M/s. ____________(Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _________(Supporting Company) and

Supporting Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

1. M/s._______(Bidder) will submit an offer to ONGC for the full scope of work as envisaged in the tender document.
2. M/s. _______(Supporting Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to ONGC including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by ONGC to the bidder.
4. Supporting Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by ONGC, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to ONGC and duly perform the obligations of the Bidder/Contractor to the satisfaction of ONGC.
5. The Ultimate Controlling Company also confirms and undertakes that the commitment made by the supporting company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Controlling Company also takes full responsibility in getting the contract executed through the supporting company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

| | | |
|---|---|---|
| For and on behalf of<br>(Bidder) | For and on behalf of<br>(supporting company) | For and on behalf of<br>(Ultimate Controlling Company) |
| M/s. | M/s. | M/s. |
| Witness<br>1)<br>2) | Witness<br>1)<br>2) | Witness<br>1)<br>2) |

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple supporting companies specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the supporting company(ies) and necessary modifications may be made in the above format to include all supporting companies.

**CONTRACTOR** **TENDER CELL**

**Annexure_1**

## Certificate for acceptance of all terms and conditions of the tender

All the terms and conditions of the tender documents for the tender No.……………………………… are acceptable to us and we have not made any deviations from the same or put forth any additional condition in our offer. It is also confirmed that the supporting documents with regard to Essential Qualifying Requirement laid down in tender documents is duly submitted along with document.

Signature of Contractor / tenderer's Seal

**Annexure_2**

## UNDERTAKING FOR SUBMISSION OF EPF CODE

**(To be submit in bidder's official letter head)**

**To**
**In charge Tender Cell**
**Engineering services,**
**Civil Engineering Section,**
**ONGC, Rajahmundry Asset,**
**Rajahmundry – 533106**

I. For bidders falling under the purview of EPF Act/Rules at the time of submission of Bid:

1) We hereby confirm that our Offer is accompanied with a copy of valid EPF Code bearing No………………………………………………..

(Or)

2) We hereby undertake to produce the same subsequent to award of contract within 30 days of issue of LOA and before signing of the contract, failing which we agree for the forfeiture of our ~~EMD~~ / SD and cancelation of our contract.

II. Bidder not falling under the purview of EPF Act/Rules at the time of submission of Bid:

1) We hereby undertake that at present we are not covered under the EPF Act/ Rules. Certificate from a Chartered Accountant towards this effect has been submitted along with the techno commercial offer failing which his offer will be rejected.
2) We further undertake that we shall take and produce the EPF Code No. within 30 days from the date on which we fall under the provision of EPF Act / Rules, during the currency of the contract period, failing which our ~~EMD~~/SD shall stand forfeited and contract be cancelled.

Signature & seal of the bidder
Place:
Date:

***Note: Please tick whichever is applicable.***

**CONTRACTOR** **TENDER CELL**

**Annexure_3**

**UNDERTAKING FOR GENUINENESS OF THE DOCUMENTS / CERTIFICATES/ INFORMATION**

**(To be submitted in bidder's official letter head)**

I/we hereby declare that all the documents / certificates / information submitted by me / us for this tender No.__________________ are genuine. In case any of the documents / certificates / information submitted by me / us is found to be false or forged, action as deemed fit may be initiated by ONGC at its sole discretion.

(Signature of Contractor with Seal)

**Annexure_4**

# DECLARATION OF BIDDER FOR BANNING OF FIRMS BY ONGC

**(To be submitted in bidder's official letter head)**

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 order issued by ONGC debarring them from carrying on business dealings with ONGC.

Signature of bidder / Contractor
With Date:

**Annexure_5**

**UNDERTAKING FOR COMPLIANCE OF CENTRAL GOODS & SERVICES TAX ACT,2017**
**(To be submitted in Company's Letterhead)**

I, ________________________________, aged _______ years, Director/Proprietor/Partner of (Name of Firm/Company and address) do solemnly affirm and declare as under:

1. That I am duly authorized to furnish this undertaking/declaration on behalf of ____________________________________ (Name of Firm/Company).

2. That __________________________________ (Name of Firm/Company) has submitted its Bid No. ____________ dated __________ against Tender No.KC1WC24005 dated 24-07-2024 for Construction of Toilet and CC flooring for material storage shed at PTYS temple land Narsapur in W.G Dist (Narasapur Block) (Item/Works).

3. That __________________________________ (Name of Firm/Company) is fully aware of and in compliance with the provisions regarding anti-profiteering under The Central Goods & Services Tax Act, 2017.

4. That __________________________________ (Name of Firm/Company) shall pass on the benefits/is passing on the benefits which it shall get/is getting on account of Input Tax Credit and/or due to any change in rate of tax or provisions under the GST/Custom Laws of India. The details and amounts being passed onto ONGC have been listed out and annexed herewith.

5. That __________________________________ (Name of Firm/Company) is aware of the consequences of non-compliance of the provisions regarding anti-profiteering under The Central Goods & Services Tax Act, 2017.

6. That the above statements at Para 1 to 5 are true and correct to the best of my knowledge, information and belief.

(Authorized signatory of bidder)

**Annexure_6**

**DECLARATION(S) FOR ACCEPTACE OF 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA' POLICY**
**(To be submitted in bidder's official letter head)**

**Bidders shall submit following certificate:**
**a)** "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s Click here to enter text. (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 Click here to enter text. (Name of bidder) fulfils all the requirement in this regard and is eligible to be considered against the tender."
[Wherever applicable bidder must submit evidence of valid registration by Competent Authority]

**b) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidder shall submit the following certificate in this regard:**
"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.
We certify that bidder M/s Click here to enter text. (Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority."
[Wherever applicable bidder must submit evidence of valid registration by Competent Authority]

***(c) Additional certificate by Bidders in the cases of specified ToT:***

*We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that bidder* M/s Click here to enter text. *(Name of bidder) does not have any ToT arrangement requiring registration with the competent authority OR if we have such arrangement then we certify that bidder* M/s Click here to enter text. *(Name of bidder) has valid registration to participate in this procurement.*

(AUTHORIZED SIGNATORY OF BIDDER)

**Ref. ITB Clause 22**

**Ref:** O.M No. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard are available at website **https://doe.gov.in/procurement-policy-divisions**

Ref. ITB Clause 22

| Price Schedule | | | | | |
|---|---|---|---|---|---|
| **Name of work : Construction of Toilet and CC flooring for material storage shed at PTYS temple land Narsapur in W.G Dist. (Narasapur Block)** | | | | | |
| **COST OF ABSTRACT** | | | | | |
| It.No | **Description of item** | **Quantity** | **Rate** | **Unit** | **Amount** |
| 1 | Supplying and filling in plinth with River sand sand under floors, including watering, ramming, consolidating and dressing complete. | 1.00 | 2322.32 | Cum | 2322.32 |
| 2 | Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level - 1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size). | 10.00 | 7448.92 | Cum | 74489.20 |
| 3 | Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :1:1.5:3 (1 cement : 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm nominal size). | 8.00 | 9891.52 | Cum | 79132.16 |
| 4 | Providing and laying in position cement concrete of specified gradeexcluding the cost of centering and shuttering - All work up to plinth level 1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size) | 7.00 | 8615.13 | Cum | 60305.91 |
| 5 | Centring and shuttering including strutting, propping etc. and removal of form for :Foundations, footings, bases for columns etc for mass cocrete. | 5.00 | 428.81 | Sqmt | 2144.05 |
| 6 | Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.Thermo-Mechanically Treated bars of grade Fe-500D or more. | 776.00 | 117.93 | kg | 91513.68 |
| 7 | Brick work in CM 1:6 (1-cement,6-coarse sand)using best available country bricks in superstructure including racking out joints,pointing,curing etc.complete all as directed by EIC.above plinth level upto **floor five level.** | 6.00 | 8003.93 | Cum | 48023.58 |
| 8 | 12 mm cement plaster of mix :1:6 (1 cement: 6 fine sand) | 41.00 | 364.52 | Sqmt | 14945.32 |
| 9 | Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand),jointing with grey cement slurry@3.3kg/sqm including pointing the joints with white cement and matching pigment etc, complete. | 3.00 | 1199.07 | Sqmt | 3597.21 |

**CONTRACTOR** **TENDER CELL**

| | | | | | |
|---|---|---|---|---|---|
| 10 | Providing and fixing Ist quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make,in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados,over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete. | 12.00 | 1386.50 | Sqmt | 16638.00 |
| 11 | Steel work in builtup tubular trusses including cutting , hoisting fixing in position and applying a priming coat of approved steel primer, welded and bolted including special sheped washers etc. complete Hot finished welded type tube | 25.00 | 212.58 | Kg | 5314.50 |
| 12 | Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+0.05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineerin-charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required. | 5.00 | 807.71 | Sqmt | 4038.55 |
| 13 | Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :Powder coated aluminium (minimum thickness of powder coating 50 micron | 18.00 | 580.53 | kg | 10449.54 |

**CONTRACTOR** **TENDER CELL**

| | | | | | |
|---|---|---|---|---|---|
| 14 | Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) Powder coated aluminium (minimum thickness of powder coating 50 micron) | 5.00 | 693.77 | kg | 3468.85 |
| 15 | Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge.With float glass panes of 5.00 mm thickness | 1.00 | 1645.99 | Sqmt | 1645.99 |
| 16 | Providing and fixing factory made P.V.C. door frame of size 50x47 mmwith awall thickness of 5 mm, made out of extruded 5mm rigid PVCfoam sheet, mitred at corners and joined with 2 Nos of 150 mm longbrackets of 15x15 mm M.S. square tube, the vertical door frame profilesto be reinforced with 19x19 mm M.S. square tube of 19 gauge, EPDMrubber gasket weather seal to be provided through out the frame. Thedoor frame to be fixed to the wall using M.S. screws of 65/100 mm size,complete as per manufacturer’s specification and direction of Engineerin-Charge | 10.00 | 538.76 | Rmt | 5387.60 |

**CONTRACTOR** **TENDER CELL**

| | | | | | |
|---|---|---|---|---|---|
| 17 | Providing and fixing factory made panel PVC door shutter consisting offrame made out of M.S. tubes of 19 gauge thickness and size of 19 mmx 19 mm for styles and 15x15 mm for top & bottom rails. M.S. frameshall have a coat of steel primers of approved make and manufacture.M.S. frame covered with 5 mm thick heat moulded PVC 'C' channel ofsize 30 mm thickness, 70 mm width out of which 50 mm shall be flat and20 mm shall be tapered in 45 degree angle on both side forming stylesand 5 mm thick, 95 mm wide PVC sheet out of which 75mm shall be flatand 20 mm shall be tapered in 45 degree on the inner side to form topand bottom rail and 115 mm wide PVC sheet out of which 75 mm shall beflat and 20 mm shall be tapered on both sides to form lock rail. Top,bottom and lock rails shall be provided both side of the panel. 10 mm (5mm x 2 ) thick, 20 mm wide cross PVC sheet be provided as gap insertfor top rail & bottom rail, paneling of 5 mm thick both side PVC sheet tobe fitted in the M.S. frame welded/ sealed to the styles & rails with 7 mm(5 mm+2 mm) thick x 15 mm wide PVC sheet beading on inner side, andjoined together with solvent cement adhesive. An additional 5 mm thickPVC strip of 20 mm width is to be stuck on the interior side of the 'C'Channel using PVC solvent adhesive etc. complete as per direction ofEngineer-in-charge, manufacturer's specification & drawing. 30 mm thick plain PVC door shutters | 3.00 | 3480.55 | Sqmt | 10441.65 |
| 18 | Providing and fixing ISI marked aluminium butt hingesanodised(anodic coating not less than grade AC10 as per IS:1868) transperent or dyed to required colour or shade with necessary screws etc. complete .75x45x3.2mm | 6.00 | 164.13 | Each | 984.78 |
| 19 | Providing and fixing aluminium handles ISI marked anodized(anodic coating not less than grade AC10as per IS1868) tarnsperent or dyed to required colour or shade with necessary screws etc.Complete 125mm | 6.00 | 72.44 | Each | 434.64 |
| 20 | Providing and fixing aluminium tower bolts ISI marked anodized(anodic coating not less than grade AC10as per IS1868) tarnsperent or dyed to required colour or shade with necessary screws etc.Complete 150x10 mm | 4.00 | 90.26 | Each | 361.04 |
| 21 | Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required :W.C. pan with ISI marked white solid plastic seat and lid | 1.00 | 7124.75 | Each | 7124.75 |

**CONTRACTOR** **TENDER CELL**

| | | | | | |
|---|---|---|---|---|---|
| 22 | Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brasspillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require: White Vitreous China Flat backWash basin size 550x400 mm with single 15 mm C.P. brass pillar taps | 1.00 | 2516.96 | Each | 2516.96 |
| 23 | Providing and fixing 600x450mm mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with cp brass screws and washers complete. | 1.00 | 1758.29 | Each | 1758.29 |
| 24 | Providing and fixing stainless steel soap tray etc.complete all as directed by EIC. | 1.00 | 200.00 | Each | 200.00 |
| 25 | Providing and fixing stainless steel towel rod etc.complete all as directed by EIC. | 1.00 | 150.00 | each | 150.00 |
| 26 | Providing and fixing 15mm nominal bore brass bib cock of approved quality. | 2.00 | 386.27 | each | 772.54 |
| 27 | Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes. 110 mm diameter. | 10.00 | 412.68 | Rmt | 4126.80 |
| 28 | Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes. 75 mm diameter. | 10.00 | 272.06 | Rmt | 2720.60 |
| 29 | Providing and fixing G.I. pipes complete with G.I. fittings and clampsinternal work exposed on wall.. 25 mm dia nominal bore | 10.00 | 603.28 | Rmt | 6032.80 |
| 30 | Providing and fixing G.I. pipes complete with G.I. fittings and clamps internal work exposed on wall.. 15 mm dia nominal bore | 10.00 | 400.65 | Rmt | 4006.50 |
| 31 | Providing and fixing gun metal gate valve with C.I. wheel of approvedquality (screwed end)(b ) 25mm dia GI Gate valve | 1.00 | 680.59 | Each | 680.59 |
| 32 | Providing and fixing of G.I.union in G.I. pipe including cutting and threading the pipe and making long screws etc complete.(New work)(c) 25 mm dia GI unions | 1.00 | 480.31 | each | 480.31 |
| 33 | Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length ( hold fast lugs or dash fastener shall be paid for separately)kiln seasoned and chemically treated hollock wood | 0.05 | 91173.89 | Cum | 4558.69 |

**CONTRACTOR** **TENDER CELL**

| | | | | | |
|---|---|---|---|---|---|
| 34 | Providing and fixing panelled or panelled and glazed shutters for doors, windows and clerestory windows fixing with butt hinges of required size with necessary screws, excluding panelling which will be paid for separately, all complete as per direction of Engineer-in-charge. (Note:-Butt hinges and necessary screws shall be paid separately | 3.00 | 3137.36 | Sqmt | 9412.08 |
| 35 | Providing and fixing aluminium sliding door bolts ISI marked anodized(anodic coating not less than grade AC10as per IS1868) transparent or dyed to required colour or shade with necessary screws etc. Complete 250x16 mm | 1.00 | 284.96 | Each | 284.96 |
| 36 | Dismantling doors, windows and clerestory windows (steel or wood)shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :Of area 3 sq. metres and below | 3.00 | 401.53 | Each | 1204.59 |
| 37 | Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :Two or more coats on new workover an under coat of suitable shade with ordinary paint of approved brand nd manufacture. | 7.00 | 247.40 | Sqmt | 1731.80 |
| 38 | Finishing walls with water proofing cement paintof required shadeNew work (two or more coats applied@3.84kg/10sqm) | 27.00 | 127.83 | Sqmt | 3451.41 |
| | | Total = Rs. | | | **486852.24** |
| | | | | | |
| | (Rupees Four Lakhs Eighty Six Thousand Eight Hundred Fifty Two and paisa twenty four only) | | | | |

**Note: The above rates are inclusive GST 18%.**

| Price Format | ABOVE or BELOW or AT PAR | PERCENTAGE IN FIGURES | PERCENTAGE IN WORDS |
|---|---|---|---|
| I / We do hereby agree to carry out the work at (In figure) _________________ (in words) percentage above or below or at par of all the items of above schedule-B | | | |
| * Bidder must fill for **Above** or **Below** or **At Par**, percentage rate in figures and words in the columns given in above table. | | | |

**NAME OF THE BIDDER:-** ________________________________________

**CONTRACTOR** **TENDER CELL**