



TENDER DOCUMENT FOR

**“Hiring services of Brand new 52 (Fifty-two) Nos. of
Light Vehicles (Taxi) for ONGC’s Jorhat Work
Centre for a period of 04 years on Draw of Lots
basis”**

TENDER NO. L46BC24007

**ONGC, Jorhat
Office of Head MM
Material Management Dept.,
Dhansiri Bhawan, Cinnamara
Jorhat-785704**

NOTICE

Caution Notice: This is to inform all the prospective applicants/bidders that the applications submitted for **Hiring services of Brand new 52 (Fifty-two) Nos. of Light Vehicles (Taxi) for ONGC's Jorhat Work Centre for a period of 04 years on Draw of Lots basis** against Tender No. **L46BC24007** cannot be transferred/sub-contracted.

Further, please note that contracts once awarded, cannot be transferred/sub-contracted to any third party during the entire Contract duration as per the terms & conditions of the NIT/Contract. In case of such violation by transfer/sub-contracting of the said contract to any third party then punitive action shall be taken on the Contractor by terminating the said contract including invoking of Security Deposit (BG/Online Transfer) and action will be initiated as per ONGC's banning policy.

Please treat the above caution very seriously and Applicant/Contractor shall be held responsible for the default.

	<p align="center">Oil and Natural Gas Corporation Limited Office of the CGM (MM) - Head MM Dhansiri Bhawan, Cinnamara, Jorhat-785704, Assam Ph. No. 0376- 2708153 Regd Office: Pandit Deendayal Upadhyaya Urja Bhavan 5, Nelson Mandela Marg, Vasant Kunj, New Delhi – 110070, India CIN No. L74899DL1993GOI054155 Website: www.ongcindia.com</p>
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No. JOR/AAB/SUPPORT/2023/1202399

Dated: 10.10.2024

NOTICE INVITING TENDER (NIT)

1.1 Oil and Natural Gas Corporation Limited (ONGC) is a “Maharatna” Category, Government of India Enterprise, has its registered office at Pandit Deen Dayal Upadhyaya Urja Bhavan, 5, Nelson Mandela Marg, Vasant Kunj, New Delhi-110070 and one of its work center at Cinnamara, Jorhat, Assam.

In connection with its operations, ONGC, Jorhat Work Centre wants to hire the services of Brand new 52 (Fifty-two) Nos. of Light Vehicles (Taxi) for ONGC’s Jorhat Work Centre for a period of 04 years on Draw of Lots basis at ONGC offered rates on “**One-Applicant-One-Vehicle**” basis.

ONGC, Jorhat invites online applications from **individual persons having** valid employment exchange card from Employment Exchanges of Jorhat district and Golaghat district. The applicant has to submit requisite documents as indicated in the tender which shall be followed by draw of lots based mechanism for shortlisting of applicants and subsequently selection of successful bidder/applicants as per terms of this tender document

The applications can be submitted online through the link <https://vehicletenderjorhat.ongc.co.in> (“**Application portal**”)

The pricing is fixed in the tender document and bidder/applicant’s submission of application is considered as unconditional acceptance of rates and all the tender conditions. The primary basis for the draw of lots based selection mechanism will be ‘**One Applicant One Vehicle Policy**’.

The interested applicants must submit the online application through the application portal of ONGC along with uploading of requisite documents as indicated in the tender for hiring the following brand-new vehicle services:

SI No.	Categories of the vehicle	Duty Hrs.	No of Vehicles to be hired
1	Category-I: M&M Bolero Neo or equivalent (Diesel Driven)	12 Hours.	12
2	Category-II: Electric Vehicles -Sedan type cars equivalent to Maruti Suzuki Dzire (Min. certified range as per ARAI/CMVR- 180 Km)	12 Hours.	02

3	Category-III: M&M Scorpio Classic/N or equivalent (Diesel Driven)	12 Hours.	07
4	Category-IV: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin) or equivalent (Diesel Driven)	12 Hours.	01
5	Category-V: M&M Bolero Neo or equivalent (Diesel Driven)	24 Hours.	23
6	Category-VI: M&M Scorpio Classic/N or equivalent (Diesel Driven)	24 Hours.	04
7	Category-VII: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin) or equivalent (Diesel Driven)	24 Hours.	01
8	Category-VIII: Toyota Innova Crysta or equivalent (Diesel Driven)	24 Hours.	02
	Total no. of vehicles		52 nos.
Note: Higher version/Model of offered vehicles/Model is acceptable.			

Tender Number	L46BC24007
Tender Description	Hiring services of Brand new 52 (Fifty-two) Nos. of Light Vehicles (Taxi) for ONGC's Jorhat Work Centre for a period of 04 years on Draw of Lots basis
No. of Categories	Eight (08) as detailed above.
Description of Categories	<i>As detailed above</i>
Colour of offered vehicle	All the offered vehicles should be of preferably WHITE/SILVER colour.
Make & Model of the Vehicles	Brand New vehicles with BS-VI emission norms (or latest norms in case notified subsequent to NIT and before purchase of vehicle), with all standard fittings and accessories as per the manufacturers latest leaflet and meeting the latest government regulations & tender specifications, purchased & registered after the date of issue of Notification of Award (NOA) for commercial use for activities of ONGC for a period of 04 (Four) years.
Application receipt date(s)	From 11.10.2024 to 01.11.2024
Application Submission Mode	The applications can be submitted online through the link https://vehicletenderjorhat.ongc.co.in (" Application portal ") only. The interested applicants must also upload all requisite documents as indicated in the tender.
Online submission link for receipt of Application	Online Application Mode. Click the link for Online Application https://vehicletenderjorhat.ongc.co.in ("Application portal") Only one application will be accepted from one applicant. If at any stage i.e., either after the submission of applications or during scrutiny of applications or during pendency of award of

	contract, if it is found that an applicant has submitted more than 1 (one) application in his / her name against the tender, then all the applications submitted by such applicant will be rejected.
Draw of lots Venue	Office of the CGM (MM) - Head MM, Dhansiri Bhawan, Cinnamara, Jorhat, Assam-785704 or any other location notified by ONGC in the application portal
Draw of lots date	Will be notified in application portal nearer the time.
Draw of Lots	<p>Against the current requirement of 52 vehicles under the tender, a total of 70 applicants will be selected by the first round of "Draw of Lots". ("Shortlisted applicants"). However, in order to have at-least one applicant under wait list of each category, the draw of lots will continue.</p> <p>The first 52 would be ranked as the shortlisted applicants and the rest 53-70 sequentially ranked as Wait Listed applicants ("Waitlisted applicants")</p>
Methodology of Award	<p>The application submitted by the applicant will only be eligible for those categories of vehicles selected by the applicant while submitting their application.</p> <p>The Contracts will be awarded to the applicants selected through "Draw-of-lots", subject to availability of those category(ies) of vehicles at the time of draw of lots which have been selected by the applicant while submitting their application and also subject to fulfilling all conditions as stated in paras 3.0 and 4.0 of this tender document ("Successful applicants").</p> <p>In case the vehicle categories selected by the applicants in order of their priority during submission of their application are exhausted and are not available at the time of Draw of Lots, the applicant selected through "Draw of lots" will be kept in the Waiting List.</p>
Bid/application Security (EMD) (Through Online Payment mode only)	Rs.10,000.00 (To be submitted by the shortlisted applicants only who will be selected through Draw of Lots for award of contracts and payment to be made through Online mode only at ONGC's account on or before due date and time (Shall be communicated after draw of lots through Application portal).
Mobilization Period of vehicles	Within 45 days from the date of issue of Notification of Award (NOA). In case of non-mobilization within the period, on written request of the bidder/applicant, additional 30 days shall be allowed with applicable LD for mobilization, failing which NOA issued shall stand terminated & no communication in this regard shall be entertained.
Contract Duration	04 (Four) Years from the date of mobilization.
Performance Security	3% of Total Contract Value. Please refer Clause 10.0 of GCC at Annexure-II.
Validity of Performance Security	The validity of the performance security if submitted in the form of Bank Guarantee should be minimum 90 days beyond the Contract period/duration having subsequent claim period of (One) 01 month

Quantum of Liquidated Damage for Default in Timely Mobilization / Completion	0.5% of annual contract value for each week of delay or part thereof subject to a maximum of 10% of the annual contract value.
Competent Purchase Authority	ED-Asset Manager, Jorhat
Tender organizing location / purchaser's office & correspondence address pertains to this tender.	Office of the CGM (MM) - Head MM, ONGC, Dhansiri Bhawan, Cinnamara, Jorhat, Assam-785704

1. Applicable Rates for Category-I: M&M Bolero Neo (Diesel) with AC or equivalent make & model vehicle-12 Hrs. duty:

Item No.	Description	Unit Rate (Rs.)
1	Standby charges per day per vehicle exclusive of applicable GST	2413.26
2	Running charges per KM exclusive of applicable GST	8.97
3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	200
4	Fixed Outstation charges exclusive of applicable GST	500

2. Applicable Rates for Category-II: Electric Vehicles (Sedan type cars or equivalent to Maruti Suzuki Dzire) with AC or equivalent make & model vehicle-12 Hrs. duty:

Item No.	Description	Unit Rate (Rs.)
1	Standby charges per day per vehicle exclusive of applicable GST	2603.15
2	Running charges per KM exclusive of applicable GST	1.21
3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	200
4	Fixed Outstation charges exclusive of applicable GST	500

3. Applicable Rates for Category-III: M&M Scorpio Classic/N (Diesel) with AC or equivalent make & model vehicle-12 Hrs. duty:

Item No.	Description	Unit Rate (Rs.)
1	Standby charges per day per vehicle exclusive of applicable GST	2670.65
2	Running charges per KM exclusive of applicable GST	9.98
3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	200
4	Fixed Outstation charges exclusive of applicable GST	500

4. Applicable Rates for Category-IV: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin)) (Diesel) with AC or equivalent make & model vehicle-12 Hrs. duty:

Item No.	Description	Unit Rate (Rs.)
1	Standby charges per day per vehicle exclusive of applicable GST	2486.94
2	Running charges per KM exclusive of applicable GST	8.83
3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	200
4	Fixed Outstation charges exclusive of applicable GST	500

5. Applicable Rates for Category-V: M&M Bolero Neo (Diesel) with AC or equivalent make & model vehicle-24 Hrs. duty:

Item No.	Description	Unit Rate (Rs.)
1	Standby charges per day per vehicle exclusive of applicable GST	3987.01
2	Running charges per KM exclusive of applicable GST	8.97
3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	Not Applicable
4	Fixed Outstation charges exclusive of applicable GST	500

6. Applicable Rates for Category-VI: M&M Scorpio Classic/N (Diesel) with AC or equivalent make & model vehicle-24 Hrs. duty:

Item No.	Description	Unit Rate (Rs.)
1	Standby charges per day per vehicle exclusive of applicable GST	4244.39
2	Running charges per KM exclusive of applicable GST	9.98
3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	Not Applicable
4	Fixed Outstation charges exclusive of applicable GST	500

7. Applicable Rates for Category-VII: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin)) (Diesel) with AC or equivalent make & model vehicle-24 Hrs. duty:

Item No.	Description	Unit Rate (Rs.)
1	Standby charges per day per vehicle exclusive of applicable GST	4060.68
2	Running charges per KM exclusive of applicable GST	8.83

3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	Not Applicable
4	Fixed Outstation charges exclusive of applicable GST	500

8. Applicable Rates for Category-VIII: Toyota Innova Crysta – 24 Hrs. duty or equivalent make & model (Diesel) vehicle:

Item No.	Description	Unit Rate (Rs.)
1	Standby charges per day per vehicle exclusive of applicable GST	4697.48
2	Running charges per KM exclusive of applicable GST	9.86
3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	Not Applicable
4	Fixed Outstation charges exclusive of applicable GST	500

1.2 Amongst others, the above Standby Charges per day per vehicle is inclusive of the following:

A	<p>Vehicle with services of the Driver for 12/24 hours normal duty every day throughout the month. The Standby Charges per day per vehicle is inclusive of fair wages, EPF,ESI, bonus of regular Driver, and other statutory benefits payable to driver as per fair wage policy as detailed at para no.48 of SCC.</p> <p>The minimum applicable wages for drivers have been taken as Rs.739/- w.e.f. 01/10/2024 which is applicable for skilled category for construction and maintenance of roads and building operations as notified by Office of CLC New Delhi.</p> <p>Detailed breakup of components of Fair Wage Policy is given at Clause no 48 of SCC.</p>
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1.3 Following points may also be noted:

A.	For 12 hours duty vehicles, over time shall be payable if the service is required in excess of 12 hours. However, if the vehicle is notified for 24 hours (Round the clock duty) the overtime shall not be payable but 24 hours standing charges only shall be payable. The refuelling on round the clock duty shall be arranged by the contractor without disruption to the duty. The contractor shall provide 2 drivers for all 24 hrs. vehicles.
B.	If a vehicle is sent on outstation duty/ long distance duty on “Round the clock duties” (emergency duty at drill site(s) installation etc or at Control Room(s) at least two drivers shall be assigned by the contractor to each vehicle on the shift roster basis. The contractor must abide by the contract labour rules, labour Act and any violation shall be the sole responsibility of the contractor.
C.	“Night Halt Allowance” is only admissible for “outstation duty”. The contractor must ensure that the crew on outstation duty is provided suitable fooding/ lodging during the outstation stay.

	No outstation Night Halt allowance shall be payable for vehicle(s) detailed on "Round the Clock" emergency duty at the hospitals, drill sites and installations or offices/ Control Room etc.																
D.	<p>Standby Charges per day is exclusive of applicable GST.</p> <p>As brought out at 23.1(A) of SCC, although the standby charges per day per vehicle are inclusive of fair wages, EPF,ESI, bonus of regular Driver, and other statutory benefits payable to the contractor/Driver as per fair wage policy, the cost towards payment for EPF, ESI(if applicable), Leave with wages, Annual Bonus, Administrative charges, Insurance and Gratuity Cover payments shall only be made as per applicability/ on submission of documentary evidence by the Contractor/Driver as brought out under indicative calculation at para no.48 of SCC.</p> <p>In case of non-applicability of the component(s)listed above for the driver/Contractor the amount attributable to those component(s) shall be deducted from the monthly invoices of the contractor/driver while making payment.</p>																
E.	In case of revision of Applicable Minimum Wages (AMW) as notified by Office of CLC New Delhi as applicable for skilled category for construction and maintenance of roads On and building operations, the day rate per person shall be increased/ decreased as per increase/decrease of applicable minimum wages from time to time in line with fair wage policy.																
F.	<p>The estimated contract value for each vehicle shall be calculated by considering the monthly usage of 26 days and km run in a month for all the categories for the contract duration of 4 years is produced below:</p> <table border="1"> <thead> <tr> <th>Categories</th> <th>Estimated Monthly KM run</th> </tr> </thead> <tbody> <tr> <td>Category-I: M&M Bolero Neo or equivalent</td> <td>2700</td> </tr> <tr> <td>Category-II: Electric Vehicles (Sedan type cars (equivalent to Maruti Suzuki Dzire)</td> <td>2000</td> </tr> <tr> <td>Category-III: M&M Scorpio Classic/N or equivalent</td> <td>2700</td> </tr> <tr> <td>Category-IV: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin) or equivalent</td> <td>3000</td> </tr> <tr> <td>Category-V: M&M Bolero Neo or equivalent</td> <td>3200</td> </tr> <tr> <td>Category-VI: M&M Scorpio Classic/N or equivalent</td> <td>3200</td> </tr> <tr> <td>Category-VII: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin) or equivalent</td> <td>2500</td> </tr> </tbody> </table>	Categories	Estimated Monthly KM run	Category-I: M&M Bolero Neo or equivalent	2700	Category-II: Electric Vehicles (Sedan type cars (equivalent to Maruti Suzuki Dzire)	2000	Category-III: M&M Scorpio Classic/N or equivalent	2700	Category-IV: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin) or equivalent	3000	Category-V: M&M Bolero Neo or equivalent	3200	Category-VI: M&M Scorpio Classic/N or equivalent	3200	Category-VII: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin) or equivalent	2500
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<p>However, it may be noted that the payment shall be made as per actual usage and there will be no guaranteed billing.</p> <p>For illustration purpose the estimated contract value for category- M&M Bolero Neo (Diesel) with AC or equivalent make & model vehicle-12 Hrs. duty has been calculated as under:</p>																							
<table border="1" data-bbox="422 555 1409 1205"> <thead> <tr> <th data-bbox="422 555 534 622">Item No.</th> <th data-bbox="534 555 1050 622">Description</th> <th data-bbox="1050 555 1409 622">Rate (Rs.)</th> </tr> </thead> <tbody> <tr> <td data-bbox="422 622 534 689">1</td> <td data-bbox="534 622 1050 689">Standby charges per day per vehicle exclusive of applicable GST</td> <td data-bbox="1050 622 1409 689">2413.26</td> </tr> <tr> <td data-bbox="422 689 534 790">2.</td> <td data-bbox="534 689 1050 790">Monthly Standby charges exclusive of applicable GST=(Sl. No.1 x 26 days)</td> <td data-bbox="1050 689 1409 790">62744.76</td> </tr> <tr> <td data-bbox="422 790 534 857">3.</td> <td data-bbox="534 790 1050 857">Running charges per KM per vehicle exclusive of applicable GST</td> <td data-bbox="1050 790 1409 857">8.97</td> </tr> <tr> <td data-bbox="422 857 534 1037">4.</td> <td data-bbox="534 857 1050 1037">Monthly Running charges by considering 2700 Kms. Run per month per vehicle exclusive of applicable GST=(Sl. No.3 x 2700 Kms.)</td> <td data-bbox="1050 857 1409 1037">24,219.00</td> </tr> <tr> <td data-bbox="422 1037 534 1137">5.</td> <td data-bbox="534 1037 1050 1137">Monthly charges by considering usage of 26 days and 2700 Kms. run per vehicle= Sl. No.3+ Sl. No.4.</td> <td data-bbox="1050 1037 1409 1137">86,963.76</td> </tr> <tr> <td data-bbox="422 1137 534 1205">6</td> <td data-bbox="534 1137 1050 1205">Total contract value for 48 months without GST</td> <td data-bbox="1050 1137 1409 1205">41,74,260.00</td> </tr> </tbody> </table> <p data-bbox="422 1238 1452 1305">Applicable GST shall also be added on above for calculation of estimated contract value.</p> <p data-bbox="422 1305 1452 1406">For other category of the vehicles the Monthly charges per vehicle shall be calculated in the same manner as illustrated above by considering the applicable standby charges for the respective categories.</p>			Item No.	Description	Rate (Rs.)	1	Standby charges per day per vehicle exclusive of applicable GST	2413.26	2.	Monthly Standby charges exclusive of applicable GST=(Sl. No.1 x 26 days)	62744.76	3.	Running charges per KM per vehicle exclusive of applicable GST	8.97	4.	Monthly Running charges by considering 2700 Kms. Run per month per vehicle exclusive of applicable GST=(Sl. No.3 x 2700 Kms.)	24,219.00	5.	Monthly charges by considering usage of 26 days and 2700 Kms. run per vehicle= Sl. No.3+ Sl. No.4.	86,963.76	6	Total contract value for 48 months without GST	41,74,260.00
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G	Charging of Electric Vehicles shall be the responsibility of Contractor. In case it is found out that battery of EV is charged less than 80% at the time of reporting then the vehicle shall be treated as non-available for duty and LD as per relevant clause shall be applicable.																						
<p><u>1.4 Tendered Cost of Fuel per Litre considered in running charges per Km:</u></p>																							
<p>Rs. 89.75 per Litre of Diesel (HSD) as on 03.10.2024.</p>																							

2.0 Online Application:

2.1 The first step shall be having two options – ‘Sign up’ or ‘Login’
New applicant shall have to first sign-up using mobile number, email ID, Aadhaar and CAPTCHA. The authentication of mobile and email will be done through OTP. For Aadhaar authentication, OTP based authentication linked to applicant’s Aadhaar registered mobile number shall be done. The applicant shall have to enter CAPTCHA while signing up. Once sign-up

process is completed successfully, the applicant shall have to log-in for further actions using either his/her mobile number or the Aadhaar number used and the OTP received in the mobile number used for registration. It should be noted that the mobile, email and Aadhaar used for signing up of one applicant can't be used for any other applicant.

- 2.2 After login to the application portal, the applicant shall land in the dashboard, where applicant shall find "Apply for Tender" option. Once clicked, the application form shall be opened. Masked Aadhaar number, Applicant's name, address, gender and date of birth as per Aadhaar Card shall be available. The Mobile Number and Email used for sign-up shall also be available.

Applicant shall have an option to update the Address and Date of Birth, if required.

In case of address change, the applicant shall be asked to upload one address proof document from the listed ones from dropdown menu.

For date of birth, it is mandatory for applicant to upload proof of age out of the listed documents from dropdown menu in all cases.

Applicants falling under **18 to 55** years on the original closing date of submission of application against the tender will only be allowed to participate in the tender.

In addition to above, Applicant shall provide following details:

- Father's Full Name
- PAN card number of Applicant
- Employment Exchange Registration Number of Applicant
- Name of Employment exchange from where card has been issued (to be selected from drop-down menu)
- Validity Date of Employment Exchange Registration (to be valid as on the original closing date of submission of application notified by ONGC or beyond that date)
- ONGC Vendor Code (if available).

Thereafter, the Applicant shall have to select Vehicle Categories in order of his preference/priority. The applicant is free to select one or more categories.

- 2.3 Only one online application will be accepted from one applicant as mentioned in Para-1.1 above. Each applicant will have to personally fill the application along with uploading the scan copies of his/her recent colour passport photograph, signature, valid employment exchange card, age proof and address proof (only in case the correspondence/current address is not same as the address in Aadhaar Card).

For filling up online application, one must have the scanned copies of the following documents ready beforehand:

- i) Scanned latest colour Photograph of the applicant
File size minimum 50 KB to maximum 2MB (*in .jpg/.jpeg/.png format*).

- ii) Scanned Signature of the applicant
File size with minimum 5 KB to maximum 2MB (*in .jpg/.jpeg/.png format*).
- iii) Scanned copy of valid Employment Exchange Card – both sides [as mentioned in para 3.0 (a) below]
File size minimum 200 KB to maximum 2 MB (*in .jpg/.jpeg/.png format*).
- iv) Scanned copy of Age proof document of the applicant – both sides
File size with minimum 200 KB to maximum 2 MB (*in .jpg/.jpeg/.png format*).
- v) Scanned copy of Aadhaar Card of the applicant – both sides
File size with minimum 200 KB to maximum 2 MB (*in .jpg/.jpeg/.png format*).
- vi) Scanned copy of Address proof document of the applicant – both sides (*required only if the address of the applicant in Aadhaar has been updated/changed*)
File size with minimum 200 KB to maximum 2 MB (*in .jpg or .jpeg format*).

2.4 The eight different categories of vehicles have been mapped in online application portal. Applicant has to select their order of priorities (Priority 1 to Priority 8). Priority 1 should be mandatorily indicated by the applicant leaving the applicant the choice to indicate the other priorities or alternatively leave it blank. This data shall be utilized for allotment of requisite category of vehicle as per priority of applicant & subject to availability of the category.

3.0 Brief Selection Procedure for award of contract: -

(a) Applications from individuals having valid employment exchange registrations pertaining to **Jorhat and Golaghat districts i.e.** the following 04 (Four) exchanges areas shall only be accepted:

- i. *District Employment Exchange, P.O.-Jorhat, Pin No. 785014, Dist.-Jorhat, Assam.*
- ii. *University Employment Information & Guidance Bureau, Assam Agriculture University, P.O. & Dist. Jorhat, Assam-785013*
- iii. *District Employment Exchange, Golaghat, Jagat Goswami Path, Chandmari Assam-785621*
- iv. *Employment Exchange, Dhansiri, Barpathar, P.O.-Barpathar, Pin 785602, Dist.-Golaghat, Assam.*

(b) On submission of application through the Application portal, a system generated 6 (six) digit number (Registration/Application No.) will be allocated to each applicant which will be considered for the draw of lots to

be held as per the schedule mentioned in Para-1.1 above to select the applicants provisionally against the tender. ***It must be understood that documents for the provisionally selected applications (shortlisted applicants) after draw of lots will be strictly scrutinized as per Para-4.0 below and only those applicants fulfilling the conditions will be considered for further processing.***

- (c) Only the short listed (through draw of lots) applicants which are found to be eligible (after scrutinizing as per para 4.0 below) will be considered for further processing and shall be asked to submit the following documents:

Documents to be submitted by the selected bidder/applicants in draw of lots:

- i) Original valid employment exchange card from any of the areas mentioned at 3.0 (a) above for verification purpose, copy of which has already been submitted with the online application
- ii) Self-attested copy of any one of the following documents as proof of age that is mentioned in the application:
 - Birth certificate issued by the district office of registrar of births and deaths, municipal authority or any other competent govt. authority
 - Passport
 - Driving license
 - School certificate from the school last attended
 - An affidavit sworn before an executive magistrate / notary stating the place / date of birth,
 - PAN Card
 - Admit Cards from state govt. educational bodies like SEBA
- iii) Self-attested copy of any one of the following documents as proof of address that is written in the application:
 - Ration card
 - Passport
 - Voter identity card
 - Current Electricity bill
 - Recently paid telephone bill (DOT-landline)
 - Current Water bill
 - Latest income tax assessment order
 - Driving license.
 - Statement of running bank account
 - Permanent Resident Certificate (PRC)
- iv) An Affidavit shall have to be affirmed /sworn by the Applicant as per **Annexure-A**.
- v) If the applicant is a son/daughter/ spouse of any employees of ONGC then the applicant shall have to submit a declaration

jointly with the employee in the form of an affidavit in this regard and confirm thereby to produce a Certificate from ONGC HR that his/her name is deleted from the dependent list or his/her name is not in the dependent list before issuance of NOA. (Ref. **Annexure-B**).

- vi) Format for Bidder/applicant Details as per **Annexure-E**.
 - vii) A declaration to the effect that neither the bidder/applicant 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 on business dealings with ONGC as per **Annexure G**.
 - viii) Format of undertaking by Bidder/applicants towards submission of authentic information/documents as per **Annexure-H**.
 - ix) **BID/APPLICATION SECURITY:** The bidder/applicants short listed vide draw-of-lots shall be required to submit "Bid/application Security" amount for Rs.10,000.00 as per details provided at para no. 8.0 of Instructions to Bidder/applicants at Annexure-I.
- (d) No Tender Fee is required to be submitted by the applicants.
- (e) The application submitted by the applicant will only be eligible for those categories of vehicles selected by the applicant while submitting their application.

The Contracts will be awarded to the applicants selected through "**Draw-of-lots**", subject to availability of those category(ies) of vehicles selected by the applicant while submitting their application and also subject to fulfilling all conditions as stated in paras 3.0 and 4.0 of this tender document ("Successful applicants").

In case the vehicle categories selected by the applicants during submission of their application are exhausted and are not available at the time of Draw of Lots, the applicant selected through "Draw of lots" will be kept in the Waiting List.

(ii) All the shortlisted applicants (through draw of lots) leftover after publishing of the list of successful applicants (excluding those whose applications were rejected as per para 4.0 below) will be kept in a waiting list with a validity period of 01(One) year from the date of Draw-of- Lots for any future requirement. These applicants will be ranked sequentially in the waiting list as per the results of the draw of lots and shall be considered sequentially for filling up of vacant positions resulting from any rejection of selected application(s)/cancellation of contract(s) after draw-of-lots **or for any additional requirements of the ONGC** subjected to fulfillment of NIT conditions and subject to selection of the category of that vehicle while submission of the online application as per their priority list for which vacant position is created by the waitlisted

applicant . However, ONGC reserves the right to extend the validity of the Waiting List suitably.

(iii) The above waiting list will be common for all the categories of vehicles. Whenever, there is an additional requirement of any of the above type of vehicles, the contract for the same will be offered as per the waiting list subject to fulfilment of NIT conditions and subject to selection of the category of that vehicle by the waitlisted candidate while submission of the online application as per their priority list.

- (f) 'Draw-of-lots' will be held on the specified dates mentioned in para 1.1 above at the office of Office of the CGM (MM) - Head MM, Dhansiri Bhawan, Cinnamara, Jorhat-785704, Assam or any other location notified by ONGC in the application portal
- (g) In the event, technically qualified applicants are less than the required ONGC's requirement from the first Draw-of-lot, then the balance requirement shall be selected through a second Draw-of-lot. Subsequent Draw-of-lots in the above manner shall be conducted till the requirement of technically acceptable applicants is exhausted. ONGC reserves the right to shortlist the appropriate nos. of applicants in the Draw-of-lots.
- (h) Contracts on the basis of "One-Applicant-One-Vehicle" will be awarded to the successful applicants as per priority of the Draw-of-Lots against actual requirement of the ONGC. The contract shall be as per offered rates and other terms and conditions of the tender. The detailed rates, terms and conditions of the tender may be viewed at <https://vehicletenderjorhat.ongc.co.in> ("**Application portal**")
- (i) Applicant who submit(s) more than one application, due to any reason, should be withdrawn except keeping only one valid application through submission of a letter/application to this effect to the CGM-Head (MM), ONGC, Jorhat within 10 (Ten) days from the last date of receipt of application, failing which all applications of such applicant(s) will be rejected as per para 4.0 (l) below.
- (j) **INTEGRITY PACT:** ONGC shall enter into an Integrity Pact with the successful applicant(s) short listed through draw-of-lots.

The Integrity Pact has been uploaded along with the Tender as Appendix-2. The applicants shall have to confirm acceptance of the Terms and Conditions of the Integrity pact in the online application. However, the signed copy of the same shall have to be submitted in original only by the short-listed applicants for the awarded category of the vehicles.

- (k) In case shortlisted (through draw of lots) applicants which are found to be eligible (after scrutinizing as per para 4.0 below) do not possess ONGC vendor code, they will be required to provide their ONGC vendor code before issuance of NOA.

4.0 Applications will be rejected in the following cases (before as well as after Draw-of-Lots, as applicable):

- (a) If application is not submitted through the application portal as mentioned in this Tender.
- (b) If the scan copy of the Signature and Photo of the applicant is not uploaded in the online application form.
- (c) If the scan copy of valid Employment Exchange Card from the areas (as mentioned in para 3.0 a. above) is not uploaded in the online application form. **The Employment Exchange Card must be valid at least up to the original closing date of receipt of application.**
- (d) If the proper scan copy of **Age proof** document is not uploaded in the online application form.
- (e) If the age of the applicant is found to be **below 18 years and above 55 years as on the original closing date of receipt of application.**
- (f) If applicant's name/address /date of birth is/are not mentioned in the online application form.
- (g) If the applicant happens to be an employee of ONGC or any other Public Sector Undertaking/Government/Quasi Government organization. **Annexure-A** is to be submitted. Ref. Para 3-C-(iv) above. (**Annexure-A**).
- (h) If the applicant happens to be a son/daughter/ spouse of any ONGC employee but does not submit **Annexure-B** and/or a Certificate from the HR-Establishment Department that his/her name is deleted from the dependent list or his/her name is not in the dependent list of the ONGC. Ref. Para 3.0 C-(v) above.
- (i) Application shall be received from individuals only. If any application is found to be in the name of any firm / organization / enterprise / company, it shall be rejected.
- (j) In case, supporting document(s) of address proof and /or supporting document of age proof etc. submitted by the shortlisted (through draw of lots) applicant does not match with the online application form, such application(s) may not be considered for further evaluation and liable for rejection.
- (k) **Only one online application will be accepted from one applicant.** If at any stage i.e., either after the submission of applications or during scrutiny of applications or during pendency of award of contract, if it is found that an applicant has submitted more than 1 (one) application in his / her name against the tender, then all the applications submitted by such applicant(s) will be rejected.
- (l) If any Applicant refuses to sign and submit the Integrity pact, wherever applicable, their applications shall be rejected.

(m) Any incomplete form will be summarily rejected and shall not be considered for further evaluation.

(n) In case, any declaration provided by the applicant in the application form does not match with the documentary evidence provided in support of the same then such application(s) will be summarily rejected and shall not be considered for further evaluation.

(o) In case the applicant does not submit the document(s) mentioned at para no.3.0(c) above.

5.0 The payment of total wages each month shall be made through e-payment/ electronic fund transfer [NEFT/RTGS] directly into the bank account of the concerned workmen, within 7 days of the end of the previous month, if applicable. The Service Provider shall provide proof of such payment endorsed by the bank concerned and the same shall be a pre-requisite for the periodical payment of Service Provider's bill/ invoice'.

6.0 **PERFORMANCE SECURITY:** Successful bidder/applicant has to submit Performance Security amount as mentioned in Para 1.1 above Letter, within 15 (Fifteen) days from the date of issue of Notification of Award (NOA).

6.1 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 (e-BG) or SFMS Bank Guarantee(SFMS BG)* (as per the proforma enclosed at Appendix-I of this Annexure II) for the period specified in the Tender document/ Notification of Award/ LOI, towards performance under this CONTRACT.

* SFMS BG:

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

- a) Bidder/applicant 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/applicant will be required to submit SFMS BG towards Performance Security 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 BG will have to be given on non-judicial stamp paper / with franking receipt e-stamping as per stamp duty applicable at the place from where the bid/application has emanated. The non-judicial stamp paper / franking receipt e-stamping should be either in the name of the issuing bank or the bidder/applicant.

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

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in the event of termination of the contract under provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to the CORPORATION, the CORPORATION shall have unconditional option under the guarantee 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. For furnishing security deposit in the form of NEFT/RTGS/Electronic fund transfer to designated account of ONGC, the following is the details of the designated account of ONGC in case contractor intends to furnish security deposit in the form of NEFT/RTGS/Electronic fund transfer:

Beneficiary Name	Account	<i>Oil and Natural Gas Corporation Limited</i>
Account No.		<i>10638563817</i>
IFSC Code		<i>SBIN0000104</i>
Bank Name		<i>State bank of India</i>
Branch address		<i>Jorhat Main Branch</i>

- 6.2 The validity of the performance security should be minimum 90 days beyond the Contract period/duration having subsequent claim period of (One) 01 month.
- 7.0 ONGC reserves the right to reject any/all applications/bids without assigning any reasons whatsoever.
- 8.0 In case of any unprecedented Bandh / Holiday on the date of "Draw-of-lots", the same will be held on the next working day.
- 9.0 All corrigendum, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the application portal only and no separate notification shall be issued in the press. Prospective applicants are

requested to regularly visit the web based application to keep them updated.

10.0 Bidder/applicants shall take note of the following important points while participating in ONGC's tender:

i) BACKING OUT BY selected BIDDER/APPLICANT AFTER ISSUE OF NOA:

In case NOA issued is not accepted by the selected bidder/applicant or the Performance Security is not submitted as per the terms of the contract within the time specified in the Tender Document, the bidder/applicant shall be dealt as per the Banning Process of ONGC.

ii) FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnished by the applicant/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder/applicant had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the applicant (if fake document/false statement pertains to such bidder/applicant) shall be dealt as per the Banning Process of ONGC. Undertaking of authenticity of information/documents is to be submitted by the applicant shortlisted through draw of lots as per **Annexure-G**.

iii) ERRING / DEFAULTING AGENCIES: Erring and defaulting agencies like bidder/applicant, contractor, supplier, vendor, service provider will be dealt as per ONGC's Banning Process.

11.0 Extension of Closing Date of submission of Bid/Application: ONGC expects the bidder/applicants to adhere to the Application/Bid submission end date timeline. Applicants/Bidders are requested to refrain from seeking extension of "Bid/application Closing date" and such request for Bid/application Closing Date extension shall not be entertained by the ONGC. However, ONGC at its discretion may extend the Bid/application Closing Date due to unforeseen circumstances.

12.0 Deadline for submission of Query: Any clarification/Queries relevant to the tender, if any, must be submitted by bidder/applicants within **21.10.2024** to the following e-mail ID:

LVTENDERJORHAT@ONGC.CO.IN

ONGC will not be liable to respond to any such clarifications/queries for delay beyond **21.10.2024**.

Thanking you,

Yours faithfully,
CGM-Head MM
Dhansiri Bhawan, Cinnamara
Jorhat, Assam-785704

INSTRUCTIONS TO BIDDER/APPLICANTS

1. The bidder/applicant is expected to examine all instructions, forms, terms and specifications in the Tender document. Failure to furnish all information required by the Tender document will be at the bidder/applicant's risk. Bids/Applications not complying with tender conditions and not conforming to tender specifications may result in the rejection of its bid/application without seeking any clarifications.
- 2.0 Deleted.
3. **LANGUAGE AND SIGNING OF Application**

The application filled by the applicant and all correspondence and documents relating to the application exchanged by the Applicant and ONGC shall be written in English language. Supporting documents furnished by the applicant may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by applicant.

4. COMPLIANCE WITH THE REQUIREMENTS OF TENDER CONDITIONS:

4.1 Advice to applicants for avoiding rejection of their applications:

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

Prospective applicants are advised to ensure that their applications are complete in all respects and conform to ONGC's terms, conditions. Bid/applications not complying with ONGC's requirement may be rejected without seeking any clarification.

5. INCOME TAX LIABILITY

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

5.1 GST Liability on Supply of Services:

- 5.1.1 "As per the extant provisions under GST Law, the option of making payment of GST under Direct Charge or under Reverse Charge is available, as per the prescribed conditions. However, in order to ensure proper compliance in terms of GST Rate Notification No. 8/2017-IGST (as amended) and 10/2017-IGST (as amended), the option of making 100% payment of GST under RCM by ONGC shall be exercised in the instant case. Therefore, the pre-fixed applicable service rates towards the proposed Services of Renting of Motor Vehicle designed to carry

passengers are exclusive of GST which is being proposed to be deposited by ONGC directly under RCM, as applicable

6.0 MODE OF PAYMENT

ONGC shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS/ECS). Bidder/applicants should invariably provide the following particulars along with their offers as per Annexure E (Format for Bidder/applicant Details)

1. Name & Complete Address of the Bidder/Applicant/ Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.
3. Type of Bank account (Current / Savings/Cash Credit)
4. Bank Account Number (indicate 'Core Bank Account Number', if any).
5. IFSC / NEFT Code (11 digit code) / MICR code, as applicable, alongwith a cancelled cheque leaf.
6. Bank mandate form duly signed and stamped by the bank
7. Permanent Account Number (PAN) under Income Tax Act;
8. GST registration number (If applicant is registered under GST Law).
9. E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
10. The bank/branch in which the bidder/applicant is having account and intends to have the payment should be either an NEFT enabled bank or SBI branch with core banking facility.

7.0 PERIOD OF VALIDITY OF BID/APPLICATIONS

- 7.1 The Bid/application shall be valid for acceptance for the period as indicated in the "Notice inviting tender" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bid/applications till the expiration of the validity period or any extension agreed thereof.
- 7.2 In exceptional circumstances, prior to expiry of the original bid/application validity period, ONGC may request the bidder/applicant for a specified extension in the period of validity. The requests and the responses shall be made in writing. The bidder/applicant will undertake not to vary/modify the bid/application during the validity period or any extension agreed thereof.

8.0 BID/APPLICATION SECURITY

8.1 The Bid/application Security is required to protect the ONGC against the risk of short listed (through draw of lots) applicants conduct which would warrant the bid/application security's forfeiture in pursuance to clause 8.4.

8.2 The Bid/application Security shall be acceptable in following form:

- i) NEFT/RTGS/Electronic fund transfer to account of ONGC as per following details:

Beneficiary Name	Account	<i>Oil and Natural Gas Corporation Limited</i>
Account No.		<i>10638563817</i>
IFSC Code		<i>SBIN0000104</i>
Bank Name		<i>State bank of India</i>
Branch address		<i>Jorhat Main Branch</i>

- ii) The default/Preferable mode of submission of Bid/application Security will be NEFT/RTGS/Electronic fund transfer

Short listed (through draw of lots) applicants should note that award of contract is subject to remittance of Bid/application Security/EMD amount to designated account of ONGC on or before due date and time (Shall be communicated after draw of lots through Application portal) If required, ONGC reserve right to obtain confirmation regarding date and time of credit of Bid/application Security/EMD amount to its account from concerned bank. The decision of ONGC in this regard shall be final and binding on the bidder/applicant. In case amount has been credited to ONGC's designated account after the due date, such amount shall be refunded back to bidder/applicant within 10 days.

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

8.4 The Bid/application Security shall be forfeited by ONGC in the following events:

- a) If Bid/application is withdrawn during the validity period or any extension thereof duly agreed by the Short listed applicants.
- b) If Bid/application is varied or modified in a manner not acceptable to ONGC during the validity period or any extension of the validity duly agreed by the Short listed applicants.
- c) If a Short listed applicant, having been notified of the acceptance of its bid/application, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance.
- d) If the Short listed (through draw of lots) applicant has been disqualified from the tender process prior to the award of contract according to the provisions under Section 3 of Integrity Pact. ONGC shall be entitled to

demand and recover from bidder/applicant Liquidated damages amount thereon, by forfeiting the Bid/application security as per section 4 of Integrity Pact.

- e) In case at any stage of tendering process, it is established that bidder/applicant has submitted forged documents/ certificates/ information towards fulfillment of any of the tender/contract conditions.

8.5 The Bid/application Security of Short listed (through draw of lots) applicants will be returned on receipt of Security Deposit/Performance Bond (Performance Security).

Note: The bid/application security received via NEFT/RTGS/Electronic fund transfer, shall be refunded/returned as per tender conditions, to the same account from which payment of bid/application security was made to ONGC.

9.0 **LATE APPLICATIONS:**

Applicants are advised in their own interest to ensure that application is submitted well before the closing date and time of the bid/application.

10.0 **MODIFICATION AND WITHDRAWAL OF APPLICATIONS**

10.1 No bid/application may be modified after the dead line for submission of bid/applications.

11.0 **CLARIFICATIONS OF BID/APPLICATIONS:**

11.1 During evaluation of application and support documents, Purchaser may at its discretion ask the Bidder/applicant for clarifications/ confirmations/ deficient documents of its bid/application. The request for clarification and the response shall be in writing and no change in the price of substance of the bid/application shall be sought or permitted.

12.0 **UNSOLICITED POST TENDER MODIFICATIONS:**

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

12.2 In case certain clarifications are sought by ONGC after opening of bid/application then the reply of the bidder/applicant should be restricted to the clarification sought. Any bidder/applicant who modifies his bid/application (including all modifications which have the effect of altering his offer) after the closing date, without any specific reference by ONGC, shall render his bid/application liable to be ignored and rejected without notice and without reference to the bidder/applicant.

13.0 **EXAMINATION OF BID/APPLICATION**

13.1 The ONGC will examine the bid/applications to determine whether they are complete, whether required sureties have been furnished, whether the

documents have been properly signed and whether the bid/applications are generally in order.

13.2 The ONGC will determine the conformity of each bid/application to the Tender document. Bids falling under the purview of "Rejection" of the Tender document will be rejected.

15.0. **CONTACTING THE ONGC**

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

16.0 **AWARD CRITERIA**

16.1 Contracts against this tender will be awarded on the basis of "**One-Applicant-One-Vehicle**". The award of contract will be decided on the basis of Draw of Lots (lottery) as detailed in the NIT.

17.0 **ONGC'S RIGHT TO ACCEPT ANY APPLICATION AND TO REJECT ANY OR ALL APPLICATIONS.**

17.1 ONGC reserves the right to reject, accept or prefer any bid/application and to annul the tendering process and reject all applications at any time prior to award of contract, without thereby incurring any liability to the affected Bidder/applicant or Bidder/applicants or any obligation to inform the affected Bidder/applicant or Bidder/applicants of the ground for ONGC's action.

18.0 **NOTIFICATION OF AWARD (NOA)**

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

18.3 Upon the successful bidder/applicant's furnishing performance security, pursuant to clause 10.0, the contract shall be signed between the parties as per clause 20.0

19.0 **MOBILISATION PERIOD**

Successful bidder/applicant shall mobilize the offered vehicle along with crew, so as to commence the service at specified site, within 45 days from the date of NOA (Notification of Award).

In case of non-mobilization within the period, on written request of the bidder/applicant, additional 30 days shall be allowed with applicable LD for mobilization, failing which NOA issued shall stand terminated & no communication in this regard shall be entertained.

20.0 **SIGNING OF CONTRACT**

20.1 The successful bidder/applicant is required to sign a **formal detailed** contract with ONGC within a maximum period of **30** days of date of LOI / NOA. Until the contract is signed, the LOI /NOA shall remain binding amongst the two parties. In case of delay in signing the contract on the part of ONGC, contractor shall be paid 80% of the applicable rates falling due as per the contractual obligations on adhoc basis, till formal signing of the contract, after which the balance

of due payments shall be released / adjusted against regular bills. However no payment will be made and mobilisation will not be deemed completed, when the delay is on the part of the contractor to sign the contract, as per draft contract at Annexure-II of the tender.

21.0 PERFORMANCE SECURITY

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

21.2 Failure of the successful Bidder/applicant to comply with the requirement of clause 21.1 above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid/application security as per clause 8.4(c).

21.3 The Performance Guarantee will be returned within 60 days of completion of contract in all respect/delivery period as per contract / supply order.

22.0 CORRESPONDENCE.

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

22.2 All correspondence shall bear reference to bid/application number.

23.0 REPRESENTATION FROM THE BIDDER/APPLICANT:

23.1 The bidder/applicant(s) can submit representation(s) if any, in connection with the processing of the tender [including seeking the reasons for rejection of their bid/application(s)] directly only to the Competent Purchase Authority (CPA) i.e. to ED-Asset Manager, ONGC, Dhansiri Bhawan, Cinnamara, Jorhat, Assam-785704

23.2 Raising Disputes / Complaints.

Curriculum Vitae of Independent External Monitors (IEMs) are placed permanently on the home page of ONGC's website www.tenders.ongc.co.in. The bidder/applicants 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, Deendayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070."

Note:

- (i) IEMs would not consider any representation received after the oral submission has already been made by the representing bidder/applicant unless some addition documents or clarifications have specifically been sought by IEMs from the representing bidder/applicant.
- (ii) IEMs would consider only those representations on post contract issues wherein there is an alleged violation of provisions of IP.
- (iii) The name and e-mail IDs of the IEMs appointed in ONGC are as under:
 1. Sh. Rishi Kumar Shukla, IPS (Retd), (rishi_2000in@yahoo.com)

2. Vice Admiral Arun Kumar Bahl (Retd.) (arunkbahl@gmail.com)
3. Shri Vijay Kumar Singh, IPS (Retd.) (vijaykumarsingh@hotmail.com)

(iv) Bidder/applicants should not send queries/clarifications or any other tender related queries to IEMs.

24.0 UNSOLICITED COMMUNICATIONS:

In case any bidder/applicant makes any unsolicited communication in any manner, after bid/applications have been opened, the bid/application submitted by the particular bidder/applicant shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

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

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

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

25.0 Submission of forged documents:

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

25.1 The bidder/applicant shall be required to give an undertaking, that all the documents/certificates/information submitted by him/her against the tender are genuine. In case any of the documents/certificates/information submitted by the bidder/applicant is found to be false or forged, action as deemed fit may be initiated by ONGC at its sole discretion.

26.0 ONGC's Policy on Climate Change and Sustainability

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

- i. ONGC is committed to enhance contribution to sustainable development through a greater integration of economic, environmental and social dimensions.
- ii. ONGC shall endeavour for GHG emission mitigation from our operations and participate in Kyoto and other protocol where India is a signatory. We shall strive to achieve quantifiable milestones in these aspects.
- iii. ONGC shall partner with sustainability advocacy organizations where our strengths are complementary and also actively propagate the idea of GHG mitigation at national and international operations where we are business partner.
- iv. ONGC shall develop and invest in advanced low carbon technologies to meet growing demand for affordable energy products while improving security of supply and reducing environmental impacts.
- v. ONGC's aim shall be to achieve competitive business advantage from GHG abatement programmes, particularly through process efficiency, besides improving environmental performance.
- vi. ONGC shall endeavour to develop new business opportunities through investment in climate change.
- vii. ONGC shall try to adopt triple bottom line accounting and reporting to raise awareness of the true cost and benefits.
- viii. Above all, ONGC shall make sustainability a foundation of our business strategy.

27.0 **Fraud Prevention Policy of ONGC.**

Fraud Prevention Policy of ONGC is available at ONGC's public portal <http://www.ongcindia.com/>, the **bidder/applicants shall be required to certify that** they have read the Fraud Prevention Policy of ONGC and they would adhere to the same and shall not indulge themselves or allow others to indulge in fraudulent activities and that they would immediately apprise ONGC of the fraud/suspected fraud as soon as it comes to their notice.

28.0 **GST LEGISLATIONS:**

'GST legislations' means 'any or all of the following legislations as may be applicable to the Bidder/applicant 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.

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

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

1. MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

2. MSE Vendor hereby agrees to indemnify, hold harmless and keep ONGC and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

3. ONGC shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

(i) Buyer means ONGC who has placed NOA/Purchase Order/ Contract on a MSE Vendor (Seller).

(ii) Seller means a MSE vendor, who has been awarded NOA/Purchase Order/Contract by ONGC (Buyer).

Undertakings/ Terms and Conditions

1.	I hereby undertake that all instructions and terms and conditions of tender document along with scope of work, technical specifications, and Special Conditions of Contract are acceptable to us unconditionally.
2.	I confirm that our application shall be valid up to 01 (One) Year from the last date of submission of online application.
3.	I undertake to accept the mobilization period of within 45 days from the date of award of contract by ONGC.
4.	I hereby unconditionally accept the contract period of 04 (Four) years from the date of commencement of services. Decision taken by ONGC shall be binding on all the bidder/applicants/contractor.
5.	I hereby undertake that I shall comply with all the provisions of GST legislations of India and hereby undertake to provide all the necessary compliances/Invoice/documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit.
6.	I hereby declare that ONGC shall have the right to deploy the vehicle at any site/office location as per Operational requirement of ONGC.
7.	I hereby declare that neither I myself nor any of my 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 on business dealings with ONGC.
8.	I hereby undertake that I will submit the Security deposit for the amount of 3% of Total Contract Value within 15 days of issue of NOA/Order.
9.	I hereby confirm that we shall go through ONGC's "Policy on Climate Change & Sustainability" and we shall work upon to develop own policy as well.
10.	I certify that I have read the Fraud Prevention Policy of ONGC (available at ONGC's public portal http://www.ongcindia.com/) and I would adhere to the same and shall not indulge myself or allow others to indulge in fraudulent activities and that I would immediately apprise ONGC of the fraud/suspected fraud as soon as it comes to my notice.
11.	I hereby undertake that I shall produce all the original documents related to the tender application as well as vehicle, driver etc. to be deployed under the proposed contract at any time for inspection by ONGC. If I fail to produce original documents and proof, I understand that ONGC shall take actions against me as deemed fit including banning of future business dealing.

12.	<p>I hereby confirm that if I am awarded contract, the offered vehicle shall be as per the specifications of the particular vehicle category awarded by ONGC without any deviation.</p> <p>I also confirm that I have noted the qualification/experience of the driver mentioned in the tender document and shall deploy qualified and experienced driver as per the same.</p> <p>I understand and unconditionally accept that in case of any deviation/exception is found by ONGC at the time of inspection of the vehicle along with driver after mobilization to the site/location, ONGC shall have the absolute right to reject the vehicle and take necessary actions including termination of the contract and banning for future business dealings.</p>
13.	<p>I undertake that all the documents/ certificates/ information submitted by me against the tender are genuine. In case any of the documents/ certificates/ information submitted by me is found to be false or forged, actions as deemed fit may be initiated by ONGC at its sole discretion including banning of future business dealings.</p>
14.	<p>I hereby confirm that I shall provide all the required documents for registration of vendor code, GST and bank details in SAP system of ONGC as may be required.</p>
15.	<p>I hereby undertake and confirm that I shall submit whatever documents/details required by ONGC for execution/payment/tax purposes.</p>
16.	<p>I hereby confirm the unconditional acceptance of the Terms and Conditions of the Integrity pact at Appendix- 2 in the online application and also confirm that the signed copy of the same shall be submitted in original if short-listed for the awarded category of the vehicles.</p>
17.	<p>I hereby declare that I am eligible and competent to submit the tender application and enter into a contract with ONGC, if awarded, as per Section 11 and 12 of the Indian Contract Act.</p>

MODEL CONTRACT AND GENERAL CONTRACT CONDITIONS

(To be signed with the successful applicant)

This CONTRACT is made and entered into on thisday 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 Mandela Marg, Vasant Kunj, New Delhi - 110070, India and one of its work center at Cinnamara, Jorhat, Assam (hereinafter referred to as "CORPORATION" which expression shall include its successors, administrators, executors and assignees) on the one part and M/s, 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 "**Hiring services of Brand new 52 (Fifty-two) Nos. of Light Vehicles (Taxi) for ONGC's Jorhat Work Centre for a period of 04 years on Draw of Lots basis**" 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/application for providing the required services against CORPORATION's Tender No. **L46BC24007** 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/application 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/applicant) 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 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 to whom work has been awarded and whose bid/application has been accepted by ONGC and shall include its authorised representatives, successors and permitted assignees.

1.6 SUB-CONTRACT:

The Contractor shall not sub-contract all or any part of the work envisaged under this Agreement.

1.7 SUB-CONTRACTOR: Not applicable

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 ONGC as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.9 CONTRACT PRICE

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 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 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/applicant 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:**

The contract shall be valid for a period of 04 (Four) years from the actual date of mobilization (the date when the vehicle is deployed for ONGC duty) of the vehicle.

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 Chief General Manager-Head MM
ONGC, Dhansiri Bhawan
Cinnamara, Jorhat
Assam-785704

For operations, reports and payments:

The General Manager-I/C Logistics,
ONGC, Dhansiri Bhawan
Cinnamara, Jorhat
Assam-785704

4.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

.....
.....
.....
Fax:.....

5.2.1 CONTRACTOR's representative (if any):

- (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 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/APPLICATION, 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, sublet/SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever.

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 and rates mentioned at (Annexure-III). The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.

7.2 Deleted.

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

Invoices alongwith 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 alongwith supporting documents can also be submitted/uploaded in 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. Deleted

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

- i) Invoices should be system generated and no hand written invoices shall be allowed.
- ii) Invoice should be e-invoice in terms of GST Law or the digitally signed invoice only.
- iii) Invoices need to be scanned at a minimum of 300 dpi, preferably in color.
- iv) Invoices should be in PDF format only.
 - v) For invoices, file name should be kept as "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.

Please refer Clause 40 and 47 of Special Conditions of Contract for documents required for payment

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 allowability 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., wherever applicable

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 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>).

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

(B) – Deleted -

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

- a. The furnished information is correct to the best of his knowledge.
- b. In case any discrepancies or irregularities is /are noticed in this undertaking, then ONGC 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 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.

8.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING :

8.1 CLAIMS:-

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

8.2 NOTICE OF CLAIMS:-

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

8.3 TAXES:-

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

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

8.5 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.

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.

8.6 PERSONNEL TAXES:-

The CONTRACTOR shall bear all personnel taxes levied or imposed on its 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:-

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 (e-BG) or SFMS Bank Guarantee(SFMS BG)* (as per the proforma enclosed at Appendix-I of this Annexure II) for the period specified in the Tender document/ Notification of Award/ LOI, towards performance under this CONTRACT.

* SFMS BG:

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

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

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in the event of termination of the contract under provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to the CORPORATION, the CORPORATION shall have unconditional option under the guarantee 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. For furnishing security deposit in the form of NEFT/RTGS/Electronic fund transfer to designated account of ONGC, the following is the details of the designated account of ONGC in case contractor intends to furnish security deposit in the form of NEFT/RTGS/Electronic fund transfer:

Beneficiary Name	Account	<i>Oil and Natural Gas Corporation Limited</i>
Account No.		<i>10638563817</i>
IFSC Code		<i>SBIN0000104</i>
Bank Name		<i>State bank of India</i>
Branch address		<i>Jorhat Main Branch</i>

The validity of the performance security should be minimum 90 days beyond the Contract period/duration having subsequent claim period of (One) 01 month.

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 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 employees is detrimental to CORPORATION's interest, the CORPORATION shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 5 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 labor 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 or 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.

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

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

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, 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.

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 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 and

- b) loss or damage to :
 - i) any property owned, hired or supplied by CONTRACTOR or 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.

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 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) (l) 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 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 23.0

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 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 ONGC considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, 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 ONGC.

18.5 Termination for delay in mobilisation

Successful bidder/applicant shall be required to mobilise the vehicle alongwith crew so as to commence the services at the specified site within 45 days from the date of issue of NOA (Notification of Award).

In case of non-mobilization within the period, on written request of the bidder/applicant, additional 30 days shall be allowed with applicable LD for mobilization, failing which NOA issued shall stand terminated & no communication in this regard shall be entertained.

In case of default due to delay in placement of vehicle beyond 30 days after the allowed mobilization period of 45 days (From NOA), ONGC shall have, without prejudice to any other rights of ONGC, as provided in the contract the contract shall stand terminated. The Contractor shall not be entitled to any claim towards any damages or compensation whatsoever on account of such termination.

18.6 Termination due to change of ownership and Assignment: In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ vehicle, are transferred or assigned without the ONGC's written consent, the ONGC may at its option, terminate this Contract. ONGC shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract. No damages will be payable by ONGC as a result of termination of contract due to change of ownership and Assignment.

18.7 Consequences of termination

In all cases of termination herein set forth, the obligation of 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 21 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/applicant) 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. **DELAY IN MOBILISATION AND LIQUIDATED DAMAGES**

- (a) CONTRACTOR (successful bidder/applicant) shall mobilize and deploy the required vehicle along with crew so as to commence the services at the specified site (s) within a maximum of 45 days from the date of issue of NOA (Notification of Award).
- (b) If the CONTRACTOR fails to mobilize and deploy the vehicle along with crew 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 for maximum 30 days beyond the due date of placement after the allowed mobilization period of 45 days (From NOA) and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 1/2 % of annual contract value, for each week of delay or part thereof, subject to a maximum of 10% of the annual contract value.

- (d) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by ONGC on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- (e) LD will be calculated on the basis of annual contract value excluding duties and taxes, where such duties/taxes have been shown separately in the contract.

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,
- (ii) Corporate taxes and Fringe benefit tax in respect of contractor.
- (iii) Other taxes & duties including Customs Duty, and GST in addition to new taxes etc. in respect of, 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, 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)

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 pendent-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.

Fees payable to the arbitrator(s) shall be governed by the guidelines issued on the subject by the Chief Legal Services of ONGC including those issued vide Circular no. 03/2023 dated 15.06.2023-DLH/Arbitrators' Fees/SC Judgement/2023 dated 15.06.2023. The Circular is attached at Annexure J.

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.
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 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). –

Not Applicable.

27.3 Resolution of disputes through Mediation/conciliation by OEC

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 authorised 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 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: - Not Applicable

34.0 INTEGRITY PACT:

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 willful 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:

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

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

The bidder/applicants 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, Deendayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070.

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

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

1. Sh. Rishi Kumar Shukla, IPS (Retd), (rishi_2000in@yahoo.com)
2. Vice Admiral Arun Kumar Bahl (Retd.) (arunkbahl@gmail.com)
3. Shri Vijay Kumar Singh, IPS (Retd.) (vijaykumarsingh@hotmail.com)

Bidder/applicants should not send queries/clarifications or any other tender related queries to IEMs.

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

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

1. MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

2. MSE Vendor hereby agrees to indemnify, hold harmless and keep ONGC and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

3. ONGC shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

(i) Buyer means ONGC who has placed NOA/Purchase Order/ Contract on a MSE Vendor (Seller).

(ii) Seller means a MSE vendor, who has been awarded NOA/Purchase Order/Contract by ONGC (Buyer).

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

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 Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070, India and one of its offices at _____ (hereinafter referred to as 'ONGC', 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/US\$ for the faithful performance of the entire CONTRACT.

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

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
IFSC Code	SBIN0017313
SWIFT Code	SBININBB824
Account Type	CC

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

- 1) Beneficiary Account Name: Oil and Natural Gas Corporation Limited
- 2) Bank Name: State Bank of India, Jorhat Main Branch
- 3) Bank Account Number: 10638563817
- 4) IFSC Code: SBIN0000104

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 and official address (in legible letters)

(Signature)

with Bank stamp

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

WITNESS NO. 2

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

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to DGM (MM), ONGC, Dhansisri Bhawan, Cinnamara Complex, Jorhat-785704.
- (ii) Bank guarantee, duly executed as per the above format, is to enclosed with the offer.
- (iii) Witness signature and Witness details shall not be required in e-BG. Official address, Bank stamp etc. shall also not be required in case of e- BG.

**INSTRUCTIONS FOR FURNISHING ELECTRONIC BANK GUARANTEE
TOWARDS BID/APPLICATION SECURITY**

1. The Electronic Bank Guarantee by Indian Bidder/applicants will be given on non-judicial stamp paper/franking receipt as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper/franking receipt should be either in name of the issuing Bank or the bidder/applicant.
2. Deleted.
3. Please indicate the currency in which Bank Guarantee is being given, Indian Rupees.
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 Tender document.
5. The bidder/applicants will give Electronic Bank Guarantee(e-BG) / SFMS Bank Guarantee(SFMS BG) from any of the following categories of Banks:
 - (a) Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India.
 - OR
 - (b) Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.
 - OR
 - (c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
6. For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of ONGC (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 Number	7428133002
(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, 1 st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh
(x)	Communication Address Pin code	201309

7. For instructions on SFMS BG, interalia also refer to Clause 10

Annexure-III

Scope of Work, Technical Specifications and Special Conditions of Contract

SCOPE OF WORK, TECHNICAL SPECIFICATIONS & SPECIAL TERMS AND CONDITIONS

SCOPE OF WORK

The scope of work under the tender/contract shall include providing of the services of professionally driven, well maintained light vehicles on regular basis for use in ONGC. The usual area of operation shall be the various fields/sites/offices within the District of Jorhat and Golaghat. ONGC may also use the services of the vehicles beyond the said district. The vehicle shall have valid permits for operating in All Assam. ONGC may require the services of these vehicles beyond the said districts of Assam and contractor shall have to obtain permit for such requirements as and when required.

The bid/application should be complete and covering the entire scope of work and confirm to the technical specification indicated in the Tender document duly supported with catalogues/ literatures/ RTA documents wherever required.

The scope of contract will not entitle the bidder/applicant to supply vehicle on hire for all the requirements of ONGC in different occasion unless ordered for the same. ONGC also reserves the right to utilize its own fleet for the work under this contract and also to award the contract for any of the jobs under this contract without assigning any reason.

The scope of work under this contract shall include in general but not limited to transportation of ONGC personnel from starting point to destination as assigned in safe and comfortable manner.

Under the scope of contract, the contractors shall have to contact In-charge Logistics, ONGC, Jorhat, or his authorized representative daily either on telephone or deputing representative for collecting instruction for detailment, change of vehicles driver etc. and to keep touch with In-charge Logistics/Head Logistics, ONGC, Jorhat, for performance of the vehicle and payment etc.

Under the scope of contract, permanent drivers in possession of valid commercial license are to be provided to avoid any disruption of ONGC works, shall maintain the vehicles in absolute working condition, shall ensure that the drivers are disciplined, smart in turn out, and well dressed in uniform, having minimum 3 years driving experience in hill and plain routes.

The contractor shall provide AC Light vehicle services operated by their own personnel as per requirement of ONGC. The light vehicle deployed under the contract shall remain under possession and control of the contractor and contractor shall be responsible for taking requisite statutory clearances and payment of the statutory fees, levies, road tax, permit etc. for its light vehicles for providing service to ONGC.

The hiring of light vehicle services is exclusively for the services as per the scope of work and it does not tantamount to transfer of right to use to the ONGC as the effective control and possession of the contractor's light vehicle shall remain with the contractor for all the times.

TECHNICAL SPECIFICATIONS OF VEHICLES

Sl. No.	Category of Vehicle	Duty pattern	No. of LVs to be hired
1	Category-I: M&M Bolero Neo or equivalent (Diesel Driven)	12 Hours.	12
2	Category-II: Electric Vehicles -Sedan type cars equivalent to Maruti Suzuki Dzire (Min. certified range as per ARAI/CMVR- 180 Km)	12 Hours.	02
3	Category-III: M&M Scorpio Classic/N or equivalent (Diesel Driven)	12 Hours.	07
4	Category-IV: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin) or equivalent (Diesel Driven)	12 Hours.	01
5	Category-V: M&M Bolero Neo or equivalent (Diesel Driven)	24 Hours.	23
6	Category-VI: M&M Scorpio Classic/N or equivalent (Diesel Driven)	24 Hours.	04
7	Category-VII: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin) or equivalent (Diesel Driven)	24 Hours.	01
8	Category-VIII: Toyota Innova Crysta or equivalent (Diesel Driven)	24 Hours.	02
	Total no. of vehicles		52 nos.

Notes:

1. Higher version/Model of offered vehicles is also acceptable.
2. All the offered vehicles should be preferably of white/silver color.
3. The offered light vehicle should be brand new vehicles with BS-VI emission norms (or latest norms in case notified subsequent to nit and before purchase of vehicle) ,with all standard fittings and accessories as per the manufacturers latest leaflet and meeting the latest government regulations & tender specifications, purchased & registered after the date of issue of NOA for commercial use for activities of oil and natural gas corporation (ONGC) for a period of 04(four) years.

SPECIAL CONDITIONS OF CONTRACT

1. **Definitions:**

2. “**OWNER**” mean the owner of vehicle(s)/ equipment(s) running on contract with ONGC. The ownership shall be legally established by such documents as Registration Book and connected sale letters and sale deed etc. as deemed necessary (Form 21 & 22).

3. “**DRIVER**” includes where a separate person acts as steersman of a motor vehicle that person as well as any other person engaged in the driving of the vehicle authorized by DTO with valid license for the prescribed vehicle.

4. “**USER OR AUTHORISED USER OF ONGC HIRED VEHICLE(S)**” means person/ persons or business group(s) duly authorized to use the vehicle(s)/ equipment(s) hired by ONGC.

5. “**UNAUTHORISED PERSONS**” shall means the passenger(s) travelling in the vehicle(s) who are not authorized by ONGC or not having identity card as proof of being ONGC employee.

6. “**HEAD OF TRANSPORT**” means General Manager (Logistics) or Head of Transport department by what-so-ever designation that may be assigned to him & is the person responsible for operation and maintenance of Auto and Transport disciplines in the Region.

7. “**INCHARGE OF TRANSPORT OF A GROUP**” means senior most officer of the Transport discipline dedicated to the particular Group carrying out the supervision of Transportation function as required in the Logistics support of the said business group.

8 “**DAY**” means any day starting from 0000 hrs. to 2400 hrs.

9. “**HOUR**” means an hour of 60 minutes. For the purpose of hiring charges, fraction of an hour upto 30 minutes will not be taken into account and more than 30 minutes will be treated as one full hour in a day.

10. “**MONTH**” means a complete calendar month of the year.

11. “**WORKING DAY**” shall normally start at 06:00 or 08:00 hours or the time given by authorized user of ONGC for a particular vehicle(s) as per clause 43 and shall normally extend for a period of 12 (TWELVE) hours including 2½ (Two and half) hour break.

12. “**VEHICLE**” means the Air Conditioned light vehicle(s) (as per specification) registered as commercial vehicle (taxi) hired under this contract as defined and specified in the special conditions of the contract.

13. The successful bidder/applicant shall have the option to provide driver(s) along with the light vehicle as under:

A) Either self-driven (i.e. the bidder/applicant driving the light vehicle)

B) Or through an authorized driver

However, in case of 24 hours duty, the successful bidder/applicant shall have two drivers on 12 hours shift basis.

The details of the drivers (including the owner if he is also the driver) along with their valid commercial license, ID proof and police verification report should be submitted before the mobilization. In case of any change in driver during the contract period, the same should be reported in advance along with above documents to ONGC and approval be obtained. ONGC shall have the right to ask the successful bidder/applicant to replace any driver due to misconduct or unsatisfactory act during the execution period of the contract giving 1 (one) day notice.

14. “**CAPACITY**” means the registered carrying capacity, which in case of passengers carrying vehicles shall specify the number of passengers the vehicle can carry in addition to the driver.

15. “**24 HOURS/ ROUND THE CLOCK DUTY**” means the duty paid for and calling for the presence of vehicle(s) including its driver in ready condition to run/ operate/carry out the function throughout the 24 hrs of the day i.e. from 0000 hours to 2400 hours for which the vehicle(s) has/ have been hired. Such a vehicle shall not leave the duty point for any purpose (including refueling) without the specific permission of the user or Control Room as the case may be. It shall employ the operating driver in accordance with the labour law(s)/ M.V. Act.

16. **“OUTSTATION DUTY”** means work outside the operational area of Jorhat work centre i.e. Jorhat & Golaghat district. Any night halt within the operational area of Jorhat work center shall not be entitled for any outstation charges.

17. **“PERIOD OF CONTRACT”** means the duration of service for which the contract has been entered into. The actual duration shall be determined by the relevant clauses of the contract with regard to:-

- a. Commencement.
- b. Duration.
- c. Termination.

18.1 **“AREA OF WORK”**: Vehicle(s) shall be used normally for transportation of ONGC's personnel and goods, within ONGC offices at Jorhat work centre. However ONGC reserves to right to use the vehicle anywhere, within and outside the district of Jorhat and Golaghat in Assam at the sole discretion of ONGC. The contractor shall have to arrange all Assam Permit from the concerned Transport Authorities, at his own cost.

18.2 **“DISTANCE”** means the distance by shortest approachable route.

18.3. **“APPROVAL”** means the written approval of the competent authority of ONGC.

19. **YEAR OF MANUFACTURE** The offered light vehicle should be brand new, purchased & registered after the date of issue of NOA (or as per the date mentioned in the NOA) for commercial use for activities of oil and natural gas corporation (ONGC) for a period of 04(four) years.

The bidder/applicant shall submit the notarized copy/ attested copy (by magistrate) of RC book/ Sale certificate in support of year of manufacturer (YOM) at the time of mobilization.

20. **Mobilization Period**: Successful bidder/applicant shall mobilize the vehicle along with crew, so as to commence the service at specified site, within 45 days from the date of issue of Notification of Award (NOA).

21. SPECIAL LIQUIDATED DAMAGES / NON-PERFORMANCE DEDUCTION CLAUSE:

a) L.D. on daily basis:

In case the vehicle failing to report for duty at the appointed place / time on any day to any of the defaults resting with the driver/ contractor, the L.D shall be recovered from the bills without any notice as follows. No standing charges shall be paid for the day / days remaining absent from duty.

Sl.No.	Category of vehicles	Standing Charges (Rs.)	Amount of Daily LD (Rs.)
1	Category-I: M&M Bolero Neo or equivalent	Nil	50 % of Daily Stand-by charge
2	Category-II: Electric Vehicles (Sedan type cars (equivalent to Maruti Suzuki DZire)	Nil	50 % of Daily Stand-by charge
3	Category-III: M&M Scorpio Classic/N or equivalent	Nil	50 % of Daily Stand-by charge
4	Category-IV: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin) or equivalent	Nil	50 % of Daily Stand-by charge

5	Category-V: M&M Bolero Neo or equivalent	Nil	50 % of Daily Stand-by charge
6	Category-VI: M&M Scorpio Classic/N or equivalent	Nil	50 % of Daily Stand-by charge
7	Category-VII: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin) or equivalent	Nil	50 % of Daily Stand-by charge
8	Category-VIII: Toyota Innova Crysta or equivalent	Nil	50 % of Daily Stand-by charge

b) L.D. on hourly basis:

In case of delay in reporting of the vehicle(s) and the same having been accepted by the user for duty, L.D. on hourly basis shall be imposed. If a vehicle reports more than two hours late and is accepted for duty, standing charges shall not be admissible for the day only KMs charges will be paid and will attract L.D as follows:-

Sl. No.	Category of vehicles	Standing Charges (Rs.)	Amount of LD per Hour (Rs.)	LD per Hour for Outstation Duty (Rs.)
1	Category-I: M&M Bolero Neo or equivalent	Nil	Daily LD /Vehicle Duty Hour	Daily LD /Vehicle Duty Hour
2	Category-II: Electric Vehicles (Sedan type cars (equivalent to Maruti Suzuki Dzire)	Nil	Daily LD /Vehicle Duty Hour	Daily LD /Vehicle Duty Hour
3	Category-III: M&M Scorpio Classic/N or equivalent	Nil	Daily LD /Vehicle Duty Hour	Daily LD /Vehicle Duty Hour
4	Category-IV: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin) or equivalent	Nil	Daily LD /Vehicle Duty Hour	Daily LD /Vehicle Duty Hour
5	Category-V: M&M Bolero Neo or equivalent	Nil	Daily LD /Vehicle Duty Hour	Daily LD /Vehicle Duty Hour
6	Category-VI: M&M Scorpio Classic/N or equivalent	Nil	Daily LD /Vehicle Duty Hour	Daily LD /Vehicle Duty Hour
7	Category-VII: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin) or equivalent	Nil	Daily LD /Vehicle Duty Hour	Daily LD /Vehicle Duty Hour
8	Category-VIII: Toyota Innova Crysta or equivalent	Nil	Daily LD /Vehicle Duty Hour	Daily LD /Vehicle Duty Hour

c) If the vehicle(s) is/ are continuously absent for more than a day, each day's absence shall attract L.D as per the clause No. 21 (a). In case the vehicle detailed for "Out of Station" fails to report timely/ execute the duty as per the requirement of detailment for any reason resting with the driver/ contractors, the L.D shall be recovered accordingly as per clause 21 (a) & (b).

d) In case the vehicle(s) becomes defective en-route and is unable to complete the assigned journey for any reason what so ever, and the contractor is unable to provide substitute vehicle within two hours, no standing charges shall be admissible for the day and flat L.D of Rs.120.00 (Rupees one hundred twenty only) shall be imposed for that day. Kilometer run will be paid upto the point of breakdown i.e. the distance up to which the vehicle run in the interest of the Corporation. If the vehicle has become defective after reporting at the place of duty without running any distance in the interest of the corporation, it shall attract full L.D and shall be deemed to be not present at all on duty. The vehicle must report for duty at the assigned time, place and date with at least fuel/ lubricant sufficient for 250 Kms of running, failing which the vehicle may not be accepted for duty and for reasons of shortage of fuel, it cannot be utilized for whole or part of same intended journey, a flat L.D. of Rs.120.00 shall be imposed for that day. If on 24 hrs duty, the driver(s) are not detailed as per the requirement of the clause on hour of operation/ employment of driver's then a L.D at the rate of Rs.20.00 per shift per driver shall be recoverable from the bills in addition to normal L.D if the vehicle(s) was not in operation due to the absence of driver(s) or Any impositions by labour authorities and due to the violation of labour laws.

e) The L.D. clause shall be applicable in case the user has called for a vehicle on any holiday, Sunday or off days and the vehicle has not reported for duty or reports for duty late, with less fuel or breakdown etc. The decision of General Manager (Logistics) / Head of Transport with regard to the L.D is final.

f) In case the AC of the vehicle becomes non-functional in course of duties, then user of the vehicle shall record such deficiency in the log-book for which LD shall be deducted @ Rs. 250/- per day till the time AC is made functional. If AC is non-functional for less than a day, LD shall be imposed at pro-rata of Rs. 250/- for the number of hours it is non-functional. Non-functioning of AC for more than 10 minutes up to 01 hour shall be counted as full one hour and LD shall be imposed accordingly.

g) On ONGC duty vehicles no "Unauthorized Passenger(s)"/illegal items can be carried by the driver/ contractor. If found carrying unauthorized passengers/ illegal items, No standing charges shall be payable for such days.

22.1 In case of supply of equivalent make & model of vehicle, the contractor must get the approved make/model for the equivalent make & model vehicle from ONGC with necessary documents prior to procurement of the vehicle. ONGC reserves the right to reject any un-approved equivalent make & model of vehicle. There will be no relaxation in mobilization period as well as the aforementioned technical specifications in case of any equivalent make/model of vehicle.

22.2. Prior to procurement of the vehicle, the contractor shall ensure that the vehicle can be registered for commercial use as per Motor Vehicle Act, 1988 & Central Motor Vehicle Rules, 1989 of India. Any change in government regulations in this regard in future shall be applicable.

23. SCHEDULE OF SERVICE, UNITS AND RATES: - As per the Appendix-1 of Annexure-III.

23.1 Amongst others, the above Standby Charges per day per vehicle is inclusive of the following:

A	Vehicle with services of the Driver for 12/24 hours normal duty every day throughout the month. The Standby Charges per day per vehicle is inclusive of fair wages, EPF,ESI, bonus of regular Driver, and other statutory benefits payable to driver as per fair wage policy as detailed at para no.48 of SCC.
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	The minimum applicable wages for drivers have been taken as Rs.739/- w.e.f. 01/10/2024 which is applicable for skilled category for construction and maintenance of roads and building operations as notified by Office of CLC New Delhi. Detailed breakup of components of Fair Wage Policy is given at Clause no 48 of SCC.
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23.2 Following points may also be noted:

A.	For 12 hours duty vehicles, over time shall be payable if the service is required in excess of 12 hours. However, if the vehicle is notified for 24 hours (Round the clock duty) the overtime shall not be payable but 24 hours standing charges only shall be payable. The refuelling on round the clock duty shall be arranged by the contractor without disruption to the duty. The contractor shall provide 2 drivers for all 24 hrs. vehicles.								
B.	If a vehicle is sent on outstation duty/ long distance duty on “Round the clock duties” (emergency duty at drill site(s) installation etc or at Control Room(s) at least two drivers shall be assigned by the contractor to each vehicle on the shift roster basis. The contractor must abide by the contract labour rules, labour Act and any violation shall be the sole responsibility of the contractor.								
C.	“Night Halt Allowance” is only admissible for “outstation duty”. The contractor must ensure that the crew on outstation duty is provided suitable fooding/ lodging during the outstation stay. No outstation Night Halt allowance shall be payable for vehicle(s) detailed on “Round the Clock” emergency duty at the hospitals, drill sites and installations or offices/ Control Room etc.								
D.	Standby Charges per day is exclusive of applicable GST. As brought out above at 23.1(A), although the standby charges per day per vehicle are inclusive of fair wages, EPF,ESI, bonus of regular Driver, and other statutory benefits payable to the contractor/Driver as per fair wage policy, the cost towards payment for EPF, ESI(If applicable), Leave with wages, Annual Bonus, Administrative charges, Insurance and Gratuity Cover payments shall only be made as per applicability/ on submission of documentary evidence by the Contractor/Driver as brought out under indicative calculation at para no.48 of SCC. In case of non-applicability of the component(s)listed above for the driver/Contractor the amount attributable to those component(s) shall be deducted from the monthly invoices of the contractor/driver while making payment.								
E.	In case of revision of Applicable Minimum Wages (AMW) as notified by Office of CLC New Delhi as applicable for skilled category for construction and maintenance of roads On and building operations, the day rate per person shall be increased/ decreased as per increase/decrease of applicable minimum wages from time to time in line with fair wage policy.								
F.	The estimated contract value for each vehicle shall be calculated by considering the monthly usage of 26 days and km run in a month for all the categories for the contract duration of 4 years is produced below: <table border="1" data-bbox="411 1536 1449 1888"> <thead> <tr> <th><u>Categories</u></th> <th><u>Estimated Monthly KM run</u></th> </tr> </thead> <tbody> <tr> <td>Category-I: M&M Bolero Neo or equivalent</td> <td>2700</td> </tr> <tr> <td>Category-II: Electric Vehicles (Sedan type cars (equivalent to Maruti Suzuki Dzire)</td> <td>2000</td> </tr> <tr> <td>Category-III: M&M Scorpio Classic/N or equivalent</td> <td>2700</td> </tr> </tbody> </table>	<u>Categories</u>	<u>Estimated Monthly KM run</u>	Category-I: M&M Bolero Neo or equivalent	2700	Category-II: Electric Vehicles (Sedan type cars (equivalent to Maruti Suzuki Dzire)	2000	Category-III: M&M Scorpio Classic/N or equivalent	2700
<u>Categories</u>	<u>Estimated Monthly KM run</u>								
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Category-III: M&M Scorpio Classic/N or equivalent	2700								

	Category-IV: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin) or equivalent	3000																					
	Category-V: M&M Bolero Neo or equivalent	3200																					
	Category-VI: M&M Scorpio Classic/N or equivalent	3200																					
	Category-VII: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin) or equivalent	2500																					
	Category-VIII: Toyota Innova Crysta or equivalent	3000																					
<p>However, it may be noted that the payment shall be made as per actual usage and there will be no guaranteed billing. For illustration purpose the estimated contract value for category- M&M Bolero Neo (Diesel) with AC or equivalent make & model vehicle-12 Hrs. duty has been calculated as under:</p>																							
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<p>Applicable GST shall also be added on above for calculation of estimated contract value. For other category of the vehicles the Monthly charges per vehicle shall be calculated in the same manner as illustrated above by considering the applicable standby charges for the respective categories.</p>																							
G	Charging of Electric Vehicles shall be the responsibility of Contractor. In case it is found out that battery of EV is charged less than 80% at the time of reporting then the vehicle shall be treated as non-available for duty and LD as per relevant clause shall be applicable.																						

23.3 Cost of Fuel per Litre: Rs. 89.75 Per Litre of Diesel (HSD) as on 03.10.2024.

24. VEHICLE DOCUMENTS / ROAD PERMITS:

The vehicle(s) should be fit in all respect for operations in accordance with Motor vehicle Act, the Rules and the existing laws as applicable from time to time. The vehicle(s) must be equipped with valid documents i.e. Registration Book. Insurance Certificate, Fitness Certificate(s) (if applicable) permits with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual Permits/ Temporary Road Permit or parking fees etc if any required during and for the duty with ONGC. The responsibility of any lapse in this regard shall be that of the contractors/ owners exclusively. The ONGC, its officers/ employees shall in no way be responsible for any lapse/ default of the owner/ contractor and ONGC, its officers/ employees shall be completely indemnified and kept harmless by the contractor against such defaults.

The contractor shall ensure that the Light Vehicle has valid permit(s) for movement all across Assam.

The contractor shall obtain permit for entire North-East travel at the beginning of the contract for Innova Crysta vehicles and a few other vehicles identified by ONGC based on their deployment. The fee of the permit may be claimed by the contractor along with monthly invoice submitting original receipt and such amount shall be reimbursed by ONGC. For other vehicles, ONGC may ask the contractor to obtain valid permit for movement outside Assam based on any specific official requirement. It is the responsibility of the contractor to arrange the required Permit on his own. The fee of the permit may be claimed by the contractor along with monthly invoice submitting original receipt and such amount shall be reimbursed by ONGC.

In all cases, it shall be the sole responsibility of the contractor to ensure valid permit/permissions/clearances as required to provide services under the contract. Contractor shall indemnify and keep indemnified ONGC for any penalty/fine imposed by any authority due to failure to ensure these.

During outstation duties, Parking charges will be reimbursed as per actual on production of the original receipt. Receipt should have date and registration no. of the vehicle.

25. LABOUR REGULATIONS/ REGISTRATION AND DOCUMENTS:

- (a) Contractor(s) shall be required to register themselves with Assistant Labour Commissioner(s) as per Contract Labour Act 1970, Contract Labour Rules 1971, Migrant Labour Act and / or any other labour rules/ regulations/ laws applicable from time to time. This shall be required immediately after the placement of the letter of Intent/ Work Order and before the commencement of the services to ONGC.
- (b) The contractor shall register himself before the placement of services with ONGC with State Labour Authority and ASMTU etc as applicable.
- (c) The contractor shall abide by and follow the State and Central Govt. Labour Laws/ Legislation, Rules & Regulations, statutory notifications; Local Self Govt. / Municipal requirement issued from time to time and shall be solely responsible for any breach thereof. The contractor shall completely indemnify ONGC its officer(s)/ employees against any penalties/ prosecutions consequent to the violation (deliberate or inadvertent) of such statutory provisions that are in force. Further, the contractor shall produce all the necessary documents connected with payments of salaries, bonuses etc to the crew of vehicle(s), his employees, staff, driver(s) and abide by all the requirements of the labour connected regulations that may be demanded by any statutory authorities or ONGC as Principal Employer/ Labour Authorities including the Registers/ Records of payment. Salaries/ Other payments to the crew/ Labour of the vehicle(s) shall be paid in the presence of the authorized officer of ONGC, whenever so directed by ONGC in case of any complaints etc of non-payment.
- (d) The hiring rates paid to the contractor include the complete liability of the contractor to abide by the Central/ State/ Local Government labour and other statutory obligations as applicable from time to time. The contractor shall also indemnify the corporation as

“Principal Employer” against any penalties due to any failure on the part or the contractor(s) to abide by the State/ Central Govt. Labour legislations or any other statutory regulations/ laws. The ONGC has full right to inspect the relevant records/ documents maintained by the contractor as per the Rules/ Labour Regulations and obtain compliance of the applicable statutory provisions from time to time entirely at the cost of contractor.

- (e) The contractor shall produce evidence to the satisfaction of ONGC for regular payment to the crew/ Labour of the vehicle(s) as per the applicable and relevant Labour Laws etc any complaints from the members of the crew/ staff of the contractor on the subject shall expose the contractor to the action from ONGC as well as Labour Department of Govt. of India/ Assam. In compliance of the standing provisions, ONGC shall have the right to recover the salary(s) and the other dues of the crews/ Staff from the bills of the contractors and pay directly to the crews/ staff without any notice in addition to any penalty/ termination of contract/ black listing etc. if necessary. Further, the corporation also reserves the right to recover any amounts from the pending bills of any penalty dues of local self/ State Central/ Govt without giving any notice to the contractor.

26. OPERATIONAL REQUIREMENTS:

- (a) The contractor is required to place the vehicle(s) on duty of ONGC conforming to the specifications of this contract and as per the terms/ conditions. He shall follow the instructions of timings and duties given by the authorized user of the corporation/ including the replacement for off-road/ breakdown/ maintenance/ over hauling etc for which the contractor may be required to maintain necessary suitable expedients. The vehicle is required to be placed at the disposal of ONGC for a minimum of 26 days in a calendar month. Balance days in a month in excess of 26 days shall be OFFDAYS meant for maintenance/ repairs. These off-days shall be availed by the contractor, in case the vehicle is not required by the user officer/ Group. If the vehicle is required by the user officer/ group, in excess of 26 days, the vehicle has to be placed on duty by the contractor for which payment as admissible shall be made by ONGC. The vehicle so hired from the contractor can be allotted/ Transferred to any place in the Oil Field/ Offices of ONGC as per requirement in the interest of ONGC work. The contractor shall be entitled for payment for the actual days the vehicle(s) worked during the month.
- (b) The contractor would display the mark “ON ONGC DUTY” for making the vehicle conspicuously distinguishable even from a distance from other vehicles on the road as per specifications and instructions to contractors.
- (c) On ONGC duty vehicles no “Unauthorized Passenger(s)” can be carried by the driver/ contractor. If found carrying unauthorized passengers, No standing charges shall be payable for such days.
- (d) The contractor shall have to provide spare wheel/ proper tools with each vehicle, including firefighting equipment, First-Aid Box and other equipment etc. as per the MT Act in first class working condition. Non-compliance of this provision shall attract flat L.D of Rs.120.00 per day and may be treated as un-satisfactory services also may lead to termination of contract.
- (e) Fuelling of the vehicle shall be carried out prior to reporting for duty and there should be adequate fuel for at least 24 hrs of work/ 250 Kms. Run (as applicable) for local duties and the necessary funds to buy the same for the outstation duties for longer distance. In case the vehicle/ equipment runs short of the requisite quantity of fuel or reports with less quantity of fuel, then the vehicle/ equipment may not be accepted on duty. Under such circumstances, the vehicle/ equipment shall be treated as absent from duty and shall attract L.D. as per L.D. clause.
- (f) The contractor shall ensure that the speedometers/ Hour meters and other instruments meter(s) for driving and operating vehicle(s) equipment safety devices etc are in first class working conditions and in case of any defect developing or detected/ pointed out by ONGC authority/ user, the contractor shall make all the necessary repairs and

replacement promptly at his (contractor's) cost. The vehicle(s) having defective speedometers and hour meters shall not be put to use by ONGC and the vehicle/equipment(s) shall remain idle at the risk and cost of the contractor and is liable to attract the L.D as per L.D. clause(s).

- (g) The Contractor must keep "Standby" arrangements to keep his vehicle(s) in operational fitness and attend any break down services enroute. If the contractor fails to discharge the duties satisfactorily under this work order/ contract, ONGC, ONGC reserves the right to cancel/ terminate the contract at any time by giving appropriate notice as per the special terms and conditions.
- (h) In order to maintain necessary operational efficiency, the contractor is required to maintain such necessary expedients as Jeep/ Pick-Up/ Motor Cycle/ any other light transport arrangements for the transportation of fuel/ crew repair staff/ spares or any other assistance required in the interest of the continuity of operations. The cost of such necessary infrastructure is included in the hiring charges/ rates.
- (i) In case any vehicle is withdrawn from duty by the contractor or the contractor fails to provide the vehicle(s) in an acceptable condition, no payment shall be made to the contractor for that day against that vehicle(s). Standing charges and a penalty as per the L.D clause shall be imposed which shall be recovered from the bills of the contractor without any notice. The operational time lost due to such eventualities shall be entirely to the account of the contractor and shall expose the contractor to the liquidated damages as per the applicable clause(s).
- (j) Driver of the light vehicles should have working Mobile Phone with him. In case of non-availability of mobile phones, penalty @ Rs. 100/- will be deducted from the bills for each such occasion.
- (k) The light vehicles shall be operated with AC round the year. Non-functional AC during the course of duties shall attract L.D. as per L.D. clause.

27. CREW:

- (a) The crew viz Driver(s) provided with the vehicle should be physically/ medically fit, professionally sound and legally competent in all respect and holding valid license as prescribed under prevailing Motor vehicle Rules/ Act/ any other applicable rules on the subject and as per provision in this contract including but not limited to colour blindness and night blindness. Necessary alternatives to such disabilities of any member of the crew, must be provided to avoid any disturbance to the operations of the vehicle.
- (b) The contractor's driver/ supervisory staff shall carry identity cards issued by ONGC and shall abide by the existing security and safety rules/ regulations/ precautions as per the instructions given from time to time. The contractor(s) and his employees may also be required to pledge secrecy and non-divulgence of the nature of the work of ONGC that may prejudice the interest of ONGC.
- (c) In order to avoid mishap/ accident, contractor shall ensure that only skilled crew with sufficient experience in trade is deployed on vehicle(s) and they observe all rules/ precautions in this regard. Contractor shall ensure that the operator(s)/ drivers do not exceed normal speed/ safer limits. Contractor shall further ensure that his/ their crew is deployed on duty after adequate rest to avoid accident due to over fatigue.
- (d) The person's engaged/ deputed by the contractor for carrying out ONGC's jobs/ work should behave properly with ONGC staff/ officers and maintain punctuality and discipline. If any person(s) engaged by the contractor(s) is/ are found to be indiscipline, misbehaving or under the influence of any intoxicant, then he shall immediately be removed from duty and the contractor shall have to provide an alternate driver within 24 hours otherwise the vehicle(s) may be refused to be accepted for duty of ONGC.

28. SAFETY PRECAUTIONS:

The contractor shall ensure that his crew should refrain from smoking or carrying any inflammable substance at the installations/ Rig sites/ stores yards etc. while on duty with

ONGC. The contractor or his representative(s) shall abide by the usual and special rules regarding safety and security measures while on duty with ONGC as per the Mines Act or as per the direction of the safety representative of ONGC at the work site/ installations. In case of any defaults, ONGC reserves the right to:-

- (i) Ask the driver/ operator to remove the vehicle/ leave the site. In this eventuality ONGC shall recover the L.D. as per L.D clause.
- (ii) In case of any damages caused due to such violations of safety regulations ONGC shall recover the cost of damages from the contractor as assessed by ONGC.
- (iii) For violations/ jeopardizing safety and security of ONGC property and personnel, ONGC reserves the right to terminate the contract with immediate effect, in addition to the recovery of the damages.

29. ACCIDENTS/ DAMAGES/ CLAIMS LIABILITIES:

- (a) In the event of any accident or damages while the vehicle(s) is on the duty of the corporation, the corporation shall be completely free from any liability of any nature connected with the accident/ damages(s). The contractor himself will be fully & exclusively responsible for any damage to vehicle(s) or any personal injury or death caused to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However if the damage or loss is incurred by the corporation/ or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/ Driver, the contractor shall reimburse on demand & without any demur the compensation/ damages if any sustained by the corporation on this account.
- (b) The contractor will be solely responsible for any consequences under Laws, arising out of any accident caused by the vehicle(s)/ equipment to the property or personnel of ONGC. The contractor shall also be responsible for any claim/ compensation that arises due to damages caused or injuries sustained by any third party / parties/ including life/ permanent injuries etc. by his/ their vehicle(s)/ or in addition to damages/ disabilities/ death etc. to ONGC employees/ property. The contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by the corporation on this account.
- (c) The contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in the employment of contractor(s) while vehicle(s) equipment are on ONGC's duty.
- (d) The ONGC shall not be responsible for any claim/ compensation that arises due to damages/ injuries/ pilferage to the contractor's vehicle/ property/ Drivers-and staff under any circumstances while the vehicle(s)/ equipment(s) were/ are/ is engaged for ONGC duty by him.
- (e) The contractor/ or his representative will be responsible to take all steps to prevent loss/ damage to the equipment/ materials/ stores/ machineries etc. given for transportation. Any damage/ loss to the equipment/ stores/ materials/ machineries etc. during transportation will be recovered from the contractor. The assessment of loss/ damages to the equipment/ stores/ materials/ machineries etc. will be done by ONGC as per standard practice/ recognized norms. The decision of Head of Transport department in this respect will be final and binding.
- (f) If necessary the contractor may safeguard his/ their interest through Insurance in turn at his/ their cost. However, any such Insurance(s) cannot link ONGC's claim with the payment and the contractor shall directly be liable to pay to ONGC's claim.
- (g) It is the responsibility of the contractor to inform the user of the vehicle as well as the Head of Transport Department the occurrence of any accident involving his/ their vehicle(s) as early as possible to avoid any disruption of ONGC's operations, provide substitute and submit a detailed report to the Head of Transport department within 24 hrs for the record of ONGC.

30. ASSIGNED CONTROL ROOM:

- (a) The corporation shall assign the vehicle(s) accepted by it, for its duty/ service as per its discretion/ convenience. The assignment of the reporting Control Room would be made on the first day of calendar month and would remain valid for the whole month(s) unless it is again changed on any subsequent occasion on as per the above arrangement.
- (b) The duty hours and kilometers for payment of the hired vehicle(s) shall be counted from the reporting time, place, up to the end at the releasing point. Normally the vehicle(s) will report to and be released from the assigned Control Room. In case the vehicle(s) is/ are required to report and/ or released at a place other than the assigned control room it will be taken into account for payment. Distance from contractors garage to the reporting Control Room or vice versa or distance involved in refuelling, repairing or replacing the hired vehicle(s) during working hours shall not be counted for payment.

31. PARKING:

- (a) The transport contractor shall ensure the security arrangement/ parking places for their vehicles hired on ONGC duty for such security or parking place, ONGC does not take any responsibility what-so-ever.
- (b) No claims what so ever shall be admissible for such non-provisioning/ providing of parking place/ security/ safety etc.
- (c) No payment of shuttle services between contractors parking place/ garage to ONGC Control Room (duty allotment point) and back shall be paid to the contractor and no such claim shall be entertained.

32. REQUISITION BY LAW AND ORDER AUTHORITIES:

- (a) In case the vehicle(s) is /are requisitioned either by Police or Civil authority, no payment shall be made by ONGC for that period. However, if the intimation is received in the Control Room (by the authorized representative of ONGC) or by General Manager (Logistics)/ Head of the Transport Department within 24 hrs then no penalty will be imposed on the contractor on production of "Requisition and Derequisition" certificates from the appropriate law and order authority. A failure to give the timely information shall attract penalty irrespective of the fact of requisitioning by any civil authority on police.
- (b) In case the service of vehicle(s) hired from the contractor is found to be involved in any theft case/ pilferage/ kidnapping case etc. the contract may be terminated immediately. No notice to the contractor may be necessary in such cases. On this account if any vehicle is seized by State Authority/ Police Department the responsibility shall rest on the contractor. The ONGC shall impose the applicable penalty and take necessary action unless the police authorities/ or court of law clears the charges.
- (c) Installation of FASTag on vehicles has been mandated by Government. Accordingly, contractor to ensure that all their vehicles offered for ONGC duty are installed with FASTag. Reimbursement of toll tax to contractor by ONGC in terms of clause 32(d) of SCC shall be restricted to toll charges applicable against FASTag only.
- (d) The contractor shall pay toll tax wherever necessary & the same will be reimbursed against proof along with the monthly bill.

33. LOG BOOK MAINTENANCE:

- (a) The Log Book shall be drawn at the commencement of service from Transport Section and thereafter from the specified place, on calendar month basis in the first week of every month. It is a financial document maintained in duplicate (copy) with the help of carbon copy. Its loss may lead to non-payment to the contractor.
- (b) Separate Log Book for each month will require to be maintained for each vehicle. These shall be duly filled up and signed by the officer of ONGC using the vehicle immediately on completion of the duty daily with NAME AND DESIGNATION of the officer and the

- name of the driver of the vehicle. All the bills will be verified on the basis of details of ONGC's duplicate/ carbon copy of log book of the vehicle, incorporating any complaints separately received on the performance of the duty. If the name and designation of the user officer is not clearly identified, the payment for such journey may not be admitted.
- (c) The responsibility of obtaining the daily running of the log book sheet filled in duplicate complete in all respect properly and to tally the distances run and place(s) visited shall be entirely of the contractor(s)/ the drivers.
 - (d) For this purpose the contractor must check daily original (contractor's) leaf of the log book daily and in case of any discrepancy, the same shall be brought to the notice of appropriate authorities firstly the user and subsequently the General Manager (Logistics) if the user fails to correct the same.
 - (e) The contractor would be entitled for payment for the complete kilometer distances for the place visited as per the log book entries or hour of duty (as applicable). It is therefore the contractor's/ his drivers' duty to obtain the reconciliation of KMs (IN) and KMs (OUT) distances with endorsement of the place visited on any duty carried out.
 - (f) The log book(s) maintained in duplicate for each day service are the property of ONGC. The contractor shall detach the first (Original) page at the end of the day's service duly filled in each column and each journey duly authenticated by the user/ authorized officer showing his name and designation clearly.
 - (g) The log book containing the carbon copies of day's service shall always be left with the user section/ officer. As the log book is a financial document, ensuring its safe custody (though a joint responsibility) circumstantially merely rests with the contractor/ driver since the users may be changed frequently. Hence its filling up daily and detaching the first page is in the interest of the contractor himself.

34. INSURANCE:

- (a) Hired vehicle(s) should be fully/ comprehensively insured by the contractor at his own cost covering all risk and liabilities in line with Government guidelines
- (b) All liabilities arising out of the accidents, disturbances to the vehicle(s) operations in ONGC will rest upon the contractor.

35. INSPECTION OF VEHICLE(S):

- (a) The vehicle(s) along with its/their all the valid original documents (R.C. Book, Comprehensive Insurance Certificate, Fitness, Pollution Certificate, Permit, Labour Registration and Taxes paid up-to-date along with copy of Sale letter) shall be presented/ produced for inspection before its being put into operation/ service of ONGC. Vehicle should be fitted with Spark arrester. Once a particular vehicle(s) and its/ their documents have been approved for the service of ONGC, that vehicle shall not ordinarily be changed during the period of the contract except on being defective and another vehicles offered being a similar/ matching specifications. An approved/ acceptance of such change shall be taken as per relevant clause of the registration document/ tender documents.
- (b) The following undertaking has to be submitted by contractor with Inspection report:
"I shall provide my vehicle at any specified time or place as decided by user department/Logistics section without any further demur. I also undertake that any change of reporting place or time of my vehicle, during the tenure of the contract shall be acceptable to me. I agree that ONGC may deploy vehicle for performing night duty as per reporting time and place decided by user group/ logistics section. I further agree that the 12 hour duty of vehicle will be considered from the reporting time of respective vehicle."

36. VEHICLE INSPECTION INITIAL/ PERIODIC AND RENEWAL INSPECTION:

The acceptance of a vehicle in the service of ONGC will be subject to the inspection of the vehicle(s) documents and the documents of the driver, by an officer or board of officers of ONGC. Such inspection(s) will be carried out initially before the first acceptance of the vehicle(s) and at an appropriate periodicity or by surprise checks at the discretion of ONGC/ General Manager (Logistics)/ Head of Transport Department. The decision with regards to the acceptance or rejection of the vehicle/ equipment, offered by the contractor(s) shall remain with Head of Transport, /I/c Logistics, ONGC, Jorhat and his decision shall be final and binding on the contractor.

Any certificate obtained or produced by the contractor stating the condition of the vehicle(s) offered/ placed at the service of the corporation by any officer of Central or State Government authority such as MVI etc. as satisfactory shall not supersede the discretion of ONGC or specifications regarding the vehicle(s) for its acceptability to ONGC under this contract.

Above inspection(s) may also be applicable to any break-down/ maintenance, substitute vehicle(s) provided by the contractor as deemed necessary.

Any vehicle(s) on duty of the corporation is subject to the surprise checks by an authorized officer of ONGC for its operational condition or for carrying any unauthorized passengers or any conduct prejudicial to the interest or image of ONGC. In case of any default being detected action shall be taken as per the provisions of contract including de-hiring if necessary.

The vehicle shall be brought to ONGC, Jorhat for inspection purpose and taken back on conclusion/ termination of contract or rejection, non-acceptance, entirely at contractor's cost and ONGC shall not bear any cost/ responsibility for such transportation.

37. SUBSTITUTE VEHICLE(S):

In case of off-road of the vehicle due to any breakdown or accident, the contractor may provide a substitute vehicle of the same specification as of original contract. The user can accept such a vehicle at a stretch or cumulatively for not more than six days in a calendar month. The head of Transport of the user group can allow such a vehicle for not more than 20 days in a month. If for any reason, substitute vehicle is required to be used for more than 20 days, it shall be got inspected by Head of Transport or his authorized representative of the Transport Planning Cell for further extension.

In the log book, substitute vehicle shall be clearly shown as "Substitute" on each page. Vehicle Registration number etc. should be written in RED INK and the permitting authority shall clearly write as "Allowed Substituted vehicle" (with name, designation and signature).

38. ESCALATION/DE-ESCALATION CLAUSE:

ONGC shall consider an increase / decrease in the SCHEDULE OF RATES, during the contractual / extended period in the event of increase/decrease in the price of DIESEL ONLY under Central Govt. notification.

Diesel price prevailing on 15th day of the month at Jorhat will be taken for determining the escalation / de-escalation of rates provided there is increase / decrease of min Rs.1.00 in price of fuel from the previous revision of rates due to fuel price escalation / de-escalation. The same rate will be applicable for entire month. Proof of change in the price of Diesel at Jorhat will have to be submitted by the contractor. If fluctuation in Diesel retail selling rate is less than one rupee per litre, escalation / de-escalation would be applied when cumulative total of such changes become one rupee per litre in terms of either increase or decrease from the last rate considered for revision. The rate shall be revised only once in a month w.e.f. 15th day of the month following fuel price change (irrespective of number of fuel price revisions in a month)

The average consumption of Diesel for Light vehicles shall be considered as given against each type of vehicle in clause no. 39. Accordingly increase/decrease in the Running Rate/KM shall be as under:

Increase/decrease in Running Rate/KM {C}-in Rs/KM $= (Y-X) / (\text{Mileage of LV})$,

Where

Y=Revised price of Diesel in Rs. / Litre in Jorhat.

X= Price of HSD per litre on date which is considered for pre-fixed KM charges in the applicable rates mentioned at clause no.23.3 of the SCC.

It shall be the responsibility of the contractor to produce a copy of Govt. notification indicating the change in the rate of diesel.

The increase/decrease on account of rise/fall in fuel prices will be worked out on the basis of the above formula by the bill passing authorities and the payment will be regulated by them accordingly. The payment will be released as per the contracted rates and escalation/de-escalation applicable thereafter.

The change in the running rate(s) on account of variation in the price of /Diesel shall be effective from the date of announcement of the same w.e.f. the last escalation to the mark of cumulative three rupee.

Above escalation/de-escalation will be applicable only on the RUNNING CHARGES PER KM IN THE SCHEDULE OF RATES and not on FIXED DAILY CHARGES.

Any increase/decrease on duties, levy impositions, charges, and wages by Central/State Govt. shall not be considered as a plea to revise hire charges under the contract, during its duration/extensions.

Any other statutory increase having direct or indirect impact on the cost of operations under this contract shall under no circumstances be considered as a plea for revision of rates.

39. ESCALATION/DE-ESCALATION FORMULAE:

The increase/ decrease {C} in the rate of running charges per KM/ vehicle shall be as follows:-

Toyota Innova Crysta with AC facility.	$C=Y-X/14$ Rs. per km/ vehicle Services with AC facility
M&M Bolero Neo or equivalent with AC facility	$C=Y-X/14$ Rs. per km/ vehicle Services with AC facility
Utility Vehicle(Tata Yodha C/S /M&M Bolero Camper (Imperio DC (Double Cabin) or equivalent with AC facility	$C=Y-X/14$ Rs. per km/ vehicle Services with AC facility
M&M Scorpio Classic/N or equivalent with AC facility	$C=Y-X/14$ Rs. per km/ vehicle Services with AC facility

However, escalation on running charges shall not be applicable for electric vehicles.

40. PAYMENT & BILLING:

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@ONGC.co.in.

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 payment will be made through electronic payment system, hence the contractor should invariably submit all particulars as per tender conditions duly counter signed from your banker. The payment shall normally be made within 10 Calendar days of the receipt of the bill, duly completed in all respect. No interest shall be payable for any delay. No advance against anticipated hire charges is payable under any circumstances.

However, the invoice must be submitted within 2 months from the month of supply of service. If bill is not submitted within stipulated period of 2 months then an amount of Rs. 1000/- (Rupees One Thousand only) for each month of delay shall be deducted. In case of any delay on account of ONGC like shortage of fund, re-appropriation of target value etc, no penalty shall be imposed.

41. WITH HOLDING/ RECOVERY FROM PAYMENT:

- (a) The ONGC reserves the right to recover from the bills of the contractor the amount due to ONGC against any penalties or as a result of any claims/ compensations or due to any statutory imposition etc without any notice. ONGC also reserves the right to withhold any payment to safe guard the interest of ONGC against any dues for which the decision of the General Manager (Logistics) - Head of the Transport shall be final.
- (b) In case of any legal disputes, withheld payments shall not be released, till the dispute is settled.
- (c) No interest shall be payable in case of such withheld amounts.

42. PERIOD OF CONTRACT:

The contract for vehicle(s) will be valid for a period of 4 years. The period of contract shall commence from the date of placement of vehicle by him for ONGC duty. The ONGC reserves the right to terminate the contract at any time without assigning any reason thereof by giving 30 days' notice in writing. The contractor shall not be entitled for any compensation by reason of such termination. In case of any unsatisfactory services as recorded by the user officer in the log book of the vehicle(s) and no corrective action taken by contractor to improve his services within 7 days of receipt of the notice/ log book entry, ONGC shall be at liberty to de-hire the vehicle(s) and terminate the contract immediately which cannot be challenged by the contractor and shall not be entitled for any compensation by reason of such termination. This clause would supersede clause No.18 (Termination) above in the eventuality of its necessity to operate.

43. HOUR OF OPERATION/ DEPLOYMENT OF DRIVER:

The vehicle(s) will normally be required for corporation's service for 12 hours duty or for 24 hrs duty (called "round the clock duty") as per operational requirement.

The operations of ONGC, are in Jorhat and Golaghat districts and are spread over Borholla, Kasomari, Merapani, Sarupathar, Nambar, Khoraghat field etc. and other regions in these

districts on round the clock basis. Accordingly, the duty pattern of the vehicles shall be governed by operational requirements of the user groups/Logistics Section.

The reporting time & place for 12 hrs duty pattern vehicles and reporting place of 24 hrs duty pattern vehicles shall be decided by the user group/Logistics section and is subject to change as per operational requirements.

Some of the vehicles on 12 hrs duty pattern shall be deployed for performing night duty and their reporting time and place shall be decided by user group/Logistics section.

The 12 hour duty of vehicle will be considered from the reporting time of respective vehicle. In this regard, Bidder/applicants are required to submit an undertaking as per Appendix-1. For 12 hours duty vehicles, over time shall be payable if the service is required in excess of 12 hours. However, if the vehicle is notified for 24 hours (Round the clock duty) the overtime shall not be payable but 24 hours standing charges only shall be payable. The refueling on round the clock duty shall be arranged by the contractor without disruption to the duty. **The contractor shall provide 2 drivers for all 24 hrs vehicles.**

If a vehicle is sent on outstation duty/ long distance duty on "Round the clock duties" (emergency duty at drill site(s) installation etc or at Control Room(s) at least two drivers shall be assigned by the contractor to each vehicle on the shift roster basis. The contractor must abide by the contract labour rules, labour Act and any violation shall be the sole responsibility of the contractor.

44. NIGHT HALT ALLOWANCE:

"Night Halt Allowance" is only admissible for "outstation duty". The contractor must ensure that the crew on outstation duty is provided suitable fooding/ lodging during the outstation stay.

No outstation Night Halt allowance shall be payable for vehicle(s) detailed on "Round the Clock" emergency duty at the hospitals, drill sites and installations or offices/ Control Room etc.

45. EMERGENCY VEHICLES / POOL VEHICLES:

Any vehicle(s) hired by ONGC can be detailed either as emergency vehicle(s) to be utilized as per operational requirement at any drill site/ production installations or as a pool vehicle(s), on standing duty at the Control Room or at an appointed place either on 24 hrs (Round the clock) basis or on 12 hour day duty basis. The vehicle on the service of ONGC can also be allotted/ detailed for the law and order duties with the district civil authorities or duties with Territorial Army and Central Industrial Security force etc.

Any vehicle on 24 hours duty will normally have two drivers on details particularly if sent for emergency duty. The changing of the drivers with the changes of shift shall be entirely responsibility of the contractor.

46. MAINTENANCE/ SERVICING DAYS:

A vehicle will be required for duty for 26 days in a calendar month, Remaining days would be treated maintenance/ servicing days and no payment for standing charges would be admissible for such maintenance days unless specifically recorded in the log book by the officer calling the vehicle(s).

In case of requirement/ emergency etc the vehicle(s) can be asked in writing to be placed for duty of ONGC for more than 26 days per month for vehicle. For such periods the same terms and conditions and rates etc. will be applicable as for the normal 26 working days including L.D for non- placement of the vehicle(s) or its substitute.

A substitute vehicle(s) of prescribed and same specification shall also be acceptable to ONGC in case the vehicle(s) is required for the duty in excess of 26 days in a calendar month or in case of accidents/ heavy repairs/ police requisitioning etc or such circumstances which are beyond the control of the contractor.

The contractor(s) is/ are required to maintain a "Maintenance Reserves" of vehicles given in the service of ONGC subject to not less than one reserve vehicle if the number/ type of vehicle(s) given for the service of the corporation is less than five. This breakdown/ maintenance reserve shall be available at all times to ONGC, and could be asked to be produced for inspection on demand in addition to the normal service vehicle. A failure to produce such a vehicle shall attract a L.D. as per the clause of absence/ failure of vehicle. A continued failure to produce such a vehicle for more than 30 days may result into termination of contract, in addition to the L.D. of absence of a vehicle(s) for 30 days debarring/ blacklisting etc from further business.

47. PAYMENTS:

- a) ONGC shall pay for the service of the vehicle(s) at the rate as indicated in the schedule of rates i.e. fixed charges and Rate/ KM quoted by the bidder/applicant finalized for a minimum of 26 days in a month. Service for increased number of days shall entail prorated increase in payment of standing charges. Service of the vehicles for reduced number of days for failure of the contractor may entail L.D. as per LD clause and non-payment for those days.
- b) Fixed Daily Charge means charges inclusive of depreciation, all applicable taxes and duties as applicable, repairs of light vehicles (s), maintenance, HSD/Oil, Lubricants, Insurance, Local Services, all expenses of the Contractor's establishment's wages and other emoluments of Drivers for 12 hours of duty per day. The successful bidder/applicant shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961, Minimum Wages Act 1948 and the rules framed there under and all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts. No other separate charges on such accounts except on account of escalation of fuel will be payable by the ONGC at any point of time during the tenure of the Contract and same, if any, shall have to be borne entirely by the bidder/applicant. The charges payable shall be deemed to be inclusive of all payments to be borne by the successful bidder/applicant on all such accounts. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew subsequent to the NIT, due to revision in the Minimum Wages as applicable shall be borne solely by the successful bidder/applicant and deemed to be included in the charges. The contractor is responsible and liable to pay as per FWP. (refer clause no. 48).
- c) The bidder/applicant has to pay all the wages, Bonus and EPF to the crew through NEFT and to provide documentary evidence of payment along with the monthly bills of subsequent month.
- d) Contractor shall raise the invoices & supporting documents in Vendor Invoice Management Portal (<https://vims.ongc.co.in>), on monthly basis for the preceding month on approved pro-forma, for each unit of Light Vehicle services addressed to In-charge Logistics, ONGC, Jorhat. More details are available at VIMS portal. The relevant log books duly signed by the authorized user of ONGC have to be submitted to logistics Section Jorhat before raising the invoice. The payment will be made through electronic payment system, hence the contractor should invariably submit all particulars along with the bid/applications as per tender conditions duly counter signed from the concerned banker. The payment shall normally be made within 10 Calendar days of the receipt of the bill, duly completed in all respect. No interest shall be payable for any delay. No advance against anticipated hire charges is payable under any circumstances.

Following documents are pre-requisite for payment of bill(s)/Invoice.

- (a) Log book duly signed by the authorized user of ONGC
- (b) Log sheet for the billing month.
- (c) Compliance certificate of statutory provisions.
- (d) Online payment details of driver (s) for the billing month.
- (e) Certificate from driver(s) for receipt of payment for the billing month.
- (f) Contractor's/Driver's bank statement showing payment to driver(s) for the billing month
- (g) Payment proof of EPF as applicable.
- (h) Payment proof of Medi-claim/ESI.
- (i) Premium payment receipt towards Group Insurance of driver(s) (if applicable).
- (j) Premium payment of Group Gratuity of driver (if applicable).

The Contractors shall raise tax invoice as per GST rules. Further, the contractor shall be required to certify in their invoices that they have not availed any benefits of input tax credit under the contract.

48. FAIR WAGE POLICY:

1. ONGC has adopted the "Fair Wage Policy" by which the contractors performing jobs / providing services to ONGC consent to pay the contract labour deployed by them for such jobs/services in ONGC premises, wages @ 35% more than the notified statutory minimum wages, along with an additional amount of Rs.50/- extra, per working day. Further, they will also undertake to pay statutory contributions in respect of such contract labour towards Provident Fund and ESI in addition to providing statutory benefits of leave with wages, as per the Mines Act/Factories Act/Shops and Establishment Act and minimum annual bonus of 8.33% in line with the Payment of Bonus Act, on such fair wages, subject to the statutory wage ceiling. In addition to the above, they will also obtain Group Insurance Cover from LIC for individual benefit of Rs. 5.00 Lakh in case of death, Group Accident insurance cover from any GIC for individual benefit of Rs. 5.00 lakh and Group Gratuity Policy from LIC for meeting the statutory obligation. Bidder/applicant must consent to implementing the Fair Wage Policy for the duration of the contract with ONGC and also transfer the Group Gratuity policy to the next succeeding contract, in case of further continuation of outsourced job/service. However when the bidder/applicant deploys less than 10 contract labour in ONGC operations, the liability towards statutory gratuity will be discharged by the contractor directly to the concerned workmen at the end of the contract and proof of remittance/payment shall be provided to the Principal Employer, before the settlement of final dues to the Bidder/applicant.
2. The bidder/applicant will ensure coverage of his employees deployed in ONGC under the ESI Schemes. Where the ESI Act is not applicable, either due to workers drawing wages exceeding the statutory wage ceiling, or non-implementation of ESI in the area of operations, the bidder/applicant shall obtain Group Mediciam Insurance cover from any of the GICs for an annual 'Family floater' cover of Rs. 5.00 Lakh to each worker and his family. There shall be a premium cap of Rs.15000/- per contract worker(including his family, which as per standard definition in the Mediciam policy shall consist of self, spouse and two dependent children) per annum, exclusive of taxes . Further, in all cases where the ESI Act is not applicable, the Contractors shall obtain insurance cover from any IRDAI approved insurance company to meet the statutory liability towards payment of accident compensation under the Employee's Compensation Act, 1923.
3. Consequent upon revision of rates of VDA/Minimum wages by Govt. Notification or amendments in Labour Laws, coming into effect after submission of application, if any, and during the currency of contract, the Contractor shall be reimbursed by ONGC for

additional expenditure due to such change, and also consequential change in all other components of Fair Wages only on the additional component.

Such reimbursement of ONGC shall be subject to production of documentary evidence by the Contractor of making such payment to the contract labour and depositing with the statutory authorities wherever required, to the satisfaction of ONGC and to the extent where such payment is directly attributed to change in VDA/minimum wages and all social security and all social security benefits by Govt. Notification/ amendment in labour laws.

4. The bidder/applicant will be required to give preference to and engage the existing experienced contract labour, subject to their willingness. Such engagement can be terminated on the following grounds:
 5. (i) On attaining the age of superannuation i.e, 60 years ;
 - (ii) Concerned individual workman is unfit to work and his removal on health grounds can be taken up after proper medical check-up and payment of statutory dues;
 - (iii) On disciplinary grounds after conducting proper enquiry by the service provider as per procedure/ law following the principles of natural justice.
 - (iv) Concerned individual workman has abandoned the job on his own or is absent for a long time;
 - (v) On reduction in activities of the Contractor / closure of the establishment.
6. The contractor shall be required to enter into settlements under sec.12(3) of the Industrial disputes act, 1947 with the duly authorized union(s) representing their personnel, in the presence of the conciliation officer, with ONGC representatives as witness covering the terms and conditions of implementation of the fair wage policy for the period of the contract.
 - 6.1 The payment of total wages each month shall be made through e-payment/ electronic fund transfer (NEFT/RTGS) directly into the bank account of the concerned workmen, within 7 days of the end of the previous month. The Service Provider shall provide proof of such payment, endorsed by the bank concerned and the same shall be a pre-requisite for the periodical payment of Service Provider's bill/invoice.
 - 6.2 The contractor must furnish an undertaking with the bid/application that the contractor shall comply with the fair wage policy adopted by ONGC and abide by the terms and conditions for implementing the said policy in letter and spirit.
7. The existing fair wage policy will be valid till it is revised / reviewed by ONGC.

8. PROVISIONS & COMPONENTS OF FAIR WAGE POLICY:

- i. The workmen deployed under this agreement shall be paid minimum daily wages by the contractor as notified by the appropriate Government under the provisions of the minimum wages act, 1948, from time to time, for the scheduled employment of 'employment in construction or maintenance of roads or in building operations etc.' on per diem basis on actual attendance.
- ii. The workmen deployed under this agreement shall also be paid an additional daily wage by the service provider @ 35 % of the daily minimum wages notified by the appropriate RLC(C), under the provisions of the Minimum Wages Act, 1948, from time to time, for the scheduled employment of 'employment in construction or maintenance of roads or in building operations etc' on per diem basis on actual attendance by the service provider.
- iii. In addition to the above, payment of additional wage of Rs.50/- per working day will be made by the contractor on per diem basis, on actual attendance.

- iv. The contractor shall ensure payment of minimum wages and additional wages, as above, for three notified national holidays.
- v. The contractor shall provide 'wage slip' showing the complete details of all payments and deductions made each month to his workmen.
- vi. The payment of total wages each month shall be made through e-payment/ electronic fund transfer (NEFT/RTGS) directly into the bank account of the concerned workmen, within 7 days of the end of the previous month. The contractor shall provide proof of such payment, endorsed by the bank concerned and the same shall be a pre-requisite for the periodical payment of contractor's bill / invoice.
- vii. The contractor shall ensure to provide his employees deployed in locations, each year, the minimum statutory annual bonus as payable under the payment of Bonus Act, 1965 before the end of eight months from the closure of the financial year.
- viii. The contractor shall ensure to provide to his employees deployed in locations the statutory leave with wages as per the provisions of the Mines Act as applicable or in lieu thereof they shall be paid an amount equivalent to 1.5 days wages of total monthly wage each month, excluding OT wages, in lieu of statutory leave with wages.
- ix. The contractor shall duly and faithfully pay and contribute to the account and code no. allotted to the contractor all contributions towards Provident Fund, Pension and ESI (if applicable) as required to be paid and contributed under the Employees' Provident Fund & Misc. Provisions Act, 1952 and the scheme(s) framed there under and / or Employees' State Insurance Act, 1948 and rules and /or scheme framed there under. In addition contractor shall duly and faithfully pay to the applicable fund or scheme of Gratuity / Group Gratuity and Medical Insurance (where ESI act is not applicable) contribution for his employees deployed to render services. In proof of each payment / contribution, the contractor shall together with each bill / invoice for payment of the price of services under the contract furnish a photo copy of the demand draft/pay order by which the relevant payment has been made, a photo copy of the receipted challan or other applicable document under cover of which payment has been made, and an affidavit certifying the payment and the list of the contractor's personnel deployed at the locations with reference to which payment/contributions have been made and the amount paid /contributed in respect of each. Such proof in support of payment and the affidavit shall be pre-requisite to the periodical payment of contractor's bill/invoice. On completion of the contract the contractor shall transfer the group gratuity policy to the succeeding contractor, in case the services are required to be continued to be provided to ONGC through a new contract. Proof of such transfer will be required to be provided to ONGC before release of final bill/ invoice and security deposit.
- x. The contractor shall take all measures necessary and proper to protect the personnel, Work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted by his personnel while at work. 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. The contractor shall ensure that the personnel deployed in locations are covered by a Group Insurance Policy from LIC of India Ltd. for a basic cover of rupees five lakh per individual, with double accident benefit. In the absence of Group Insurance Policy with double accident benefit, the service provider may be required to obtain separate Group Accident Insurance cover from any of the General Insurance companies for benefit of Rs.5.00 Lakh per individual and this will be in addition to comprehensive insurance policy for the vehicle. Proof of obtaining such group insurance cover and periodical payment of premium shall be provided to ONGC

for periodical payment of contractor's bill/ invoice. However, any new guidelines in this regard issued by ONGC will have to be implemented / executed as where it is to be implemented.

xi. The payment to be made to the workers by the contractor shall be payable as follows:

Fair wage policy of ONGC includes the following components listed below.

- a. Fixed Daily charges based on applicable minimum wages (AMW) for the specific period for skilled / skilled workers (for construction or maintenance of roads, runway or in building operations and laying down underground electric wireless, radio, television, telephone and overseas communication cables and similar other underground cable work, electric lines, water supply lines, and sewerage pipe line, as per rates declared by appropriate Government from time to time) are to be taken considering 26 days in a month to arrive at the figure in above column i.e. AMW (as applicable for the specified period) x 26.
- b. Additional wage @ 35% of minimum wage.
- c. Additional amount of Rs.50/- per working day.
- d. PF @ 12% of (Fair Wage rate x 26 or Rs. 15000, whichever is lower).
- e. Administrative charges @ 1.00% of (Fair Wage rate x 26 or Rs. 15000, whichever is lower).
- f. Leave with wages @ 1.5 days of Fair Wage rate per month.
- g. Expenditure towards insurance estimated @ 5% of AMW rate per month per worker.
- h. Payment of bonus @ 8.33% of wages (Rs. 7000 or minimum Wage for the scheduled employment, as fixed by the appropriate Government per month whichever is higher) earned during the accounting year per worker. In addition to the above, contractor is required to include their administrative expenses, direct & indirect costs, overheads, profit margin etc.
- i. Future escalations/ possible changes in applicable minimum wages (AMW) as issued by appropriate Government from time to time and other statutory welfare measures under various labour legislations during the contract period.
- j. Any taxes, duties, levies etc. including applicable GST @ 5.00 %
- k. Any other costs & expenses which is not specifically mentioned but is included in the scope of the contractor.
- l. Statutory leave with wages @ 18 days per year as per mines act (equivalent to 1.5 days wages of total monthly wage each month, excluding OT wages, in lieu of statutory leave with wages).
- m. The indicative calculation of the day rate charges per person as per FWP for skilled category (Driver) based on AMW as on 01.10.2024 is as under for illustration purposes:-

Sl. No.	Component	Skilled (12 Hrs duty)	Skilled (24 Hrs duty) for 02	Owner and Driver are same Person	Owner and Driver are distinct

			drivers (Skilled 12 Hrs duty*2)		
Payable to Drivers as wages					
1	Minimum wages per day as per RLC (C) w.e.f. 01.10.2024	₹ 739.00	₹ 1478	Applicable	Applicable
2	Additional wage @ 35% of minimum wage as per FWP	₹ 258.65	₹ 517.3	Applicable	Applicable
3	Additional amount of Rs. 50.00 per working day as per FWP	₹ 50.00	₹ 100	Applicable	Applicable
4	Wages per day per person for 8 hrs duty as per FWP Sl. No. (1+2+3)	₹ 1047.65	₹ 2095.3	Applicable	Applicable
5	EPF contribution @ 12 % up to limit of Rs.15000/- i.e. (Rs. 15000.00 x 0.12/26days)	₹ 69.23	₹ 138.46	Applicable On submission of documentary Proof	Applicable
6	Leave with wages @ 1.5 days per month i.e. (Sl No. (4) x 1.5/26) per day	₹ 60.44	₹ 120.88	Not Applicable	Applicable
7	Annual Bonus @ 8.33% of Rs. 7000.00 or min. wages whichever is higher (Sl No. (1)*0.0833)	₹ 61.56	₹ 123.11	Not Applicable	Applicable
8	Overtime as per Fair wages for 1.5 hour (2 hours lunch break per day+ 30 minutes general break to make 12 hours duty per day)	₹ 60.00	₹ 120.00	Applicable	Applicable
9	Total daily fair wage Sl No. (4+5+6+7+8)	₹ 1298.88	2597.76		
Payable to contractor					
10	Administrative charge @ 1.00 % upto limit of Rs.15000/- i.e. (Rs. 15000.00 x 0.01/26days) per day	₹ 5.77	₹ 11.54	Applicable On submission of documentary Proof of EPF	Applicable
Insurance and Gratuity payments					
11	ESI(3.25% of Fair Wage x 26 or Rs 21,000/- whichever is lower) for a wage limit of Rs. 21,000 or Group Medclaim Insurance with annual premium of Rs.12,000/-	₹ 38.46	₹ 76.92	Applicable On submission of Documentary Proof	Applicable On submission of Documentary Proof

12	Group insurance premium from LIC for Rs. 500000.00 per person with double accident benefit @ 1% p.a. for 03 years	₹ 16.03	₹ 32.05	Not Applicable	Applicable On submission of Documentary Proof
13	Group Gratuity cover from LIC @ 4.87% of FW	₹ 51.02	₹ 102.04111	Not Applicable	Applicable On submission of Documentary Proof
14	Premium of PMSBY & PMJJBY [(436+20)/365]	₹ 1.25	₹ 2.50	On submission of documentary Proof	Applicable On submission of Documentary Proof
15	Group Accident Insurance	₹ 16.03	₹ 32.05	On submission of documentary Proof	Applicable On submission of Documentary Proof
16	Total wages plus statutory benefits per person per day Sl. No. (9+10+11+12+13+14+15)	₹ 1427.43	₹ 2854.86		

- n. The above calculation is indicative only for the minimum applicable wages for skilled category is Rs.739/- w.e.f. 01/10/2024. In case of revision of Applicable Minimum Wages (AMW) as notified by appropriate Government as applicable for skilled category for construction and maintenance of roads On and building operations, the day rate per person shall be increased/ decreased as per increase/decrease of applicable minimum wages from time to time in line with fair wage policy and as per indicative calculation given above. The actual payment shall be as per the AMW for the particular category of persons as indicated in the scope of work for hiring the service of light vehicles.
- o. The contractor must accept fair wage policy of ONGC.
- p. Contractor shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan 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.
- q. Pre-Condition: The existing/new worker of contractor who have raised (or raised during contract period) industrial disputes or filed Court cases seeking Regularization in services or revision in wages either individually or as a Group or through unions, shall voluntarily and in their own volition, submit affidavit/ applications to the concerned Industrial Tribunal/ Labour Court/ High Court withdrawing all claims/ demands/ cases against ONGC. The benefits under the "Fair Wages Policy" shall be extended only to such worker of contractor who accept the "Fair Wages Policy" and voluntarily withdraw all claims against ONGC. Such benefits will also be released by ONGC, through the Contractors, only on receipts

of certified orders issued by the concerned CGIT/ Labour Court/High Court permitting such withdrawal/ closure of pending cases.

49. THEFT OF LIGHT VEHICLES:

In case of theft of light vehicles, Contractor must notify the same to ONGC, in writing along with copy of FIR for the same and the contractor is solely responsible for such incident. In such circumstances, contractor shall be given a period of 90 days from the date of theft of the light vehicles to provide another light vehicles with driver of similar specifications of the stolen light vehicles. No Liquidated Damages shall be levied for non-availability of light vehicles during this period of 90 days. However, Liquidated damages as per clause no. 21 will be applicable beyond this period till the replacement of the stolen light vehicles.

50. GPS based Vehicle Tracking System:

1. ONGC has decided that all vehicles (N2N/company owned/hired) be fitted with Global positioning system (GPS) with monitoring facility at Logistic Control room. Further, it has been decided that the vehicle tracking server shall be a central server located at ONGC premises for security reasons. Corporate Infocom, ONGC has recommended to deploy centralised vehicle tracking system with disaster recovery (DR) facility in ONGC premises. Subsequently, the following guidelines in respect of VTS has been finalised:

- a) Hardware and software for the centralised VTS system shall be deployed at Delhi and for DR site at Mumbai.
- b) For contractual vehicles, contractor shall supply GPS devices compatible to ONGC centralised VTS system.

Access rights of officials of Logistics Control room/user departments of respective work centres of ONGC shall be created in the system based on the recommendations of Corporate Logistics, ONGC.

2. The GPS based Vehicle Tracking System (GVTS) of ONGC would be comprising of Vehicle Trackers hardware and its compatible software. The Trackers will be mounted inside of the vehicles and movement of the vehicles shall be visible at Transport Control Room Jorhat.
3. It will be mandatory for hired vehicles to be fitted GPS based Vehicle Tracking System (GVTS) and shall remain operational during entire contract period of the vehicle. Fitted GPS based Vehicle Trackers on the vehicle must be compatible with GPS based Vehicle Tracking System of ONGC.
4. The Contractor vehicle owner will have to give an undertaking and authorization for implementation of GPS based VTS and the monitoring of their vehicles through GVTS by ONGC respectively. The contractor/vehicle owner will procure and mount the trackers/tracking devices on their vehicles within 02/03 weeks on receipt of notification as and when basis from ONGC.
5. The contractor has to procure, install, integrate and commission the trackers/tracking devices in their vehicle from the OEM/OES of the GPS based tracking system of ONGC. The entire cost of the tracker, its installation, integration with ONGC network, the hiring charges on the monthly basis, AMC cost shall be borne by the Contractor/Vehicle owner. The approximate costing of GPS based vehicle tracker is Rs. 6000/-, Rental Rs. 3600/- per year and AMC Rs. 1500 per year. However, this is

only for guidance purposes and ONGC does not bear any cost implication on this part during the entire contract period or any extension period/ nomination etc thereafter. Rates towards trackers will be negotiated by Individual vehicle owner / contractor with the service provider as the indicated rates are estimated.

6. The contractor is required to arrange Annual Maintenance Contract (AMC) of trackers/tracking devices for proper functioning and their integration with the GPS based tracking system of ONGC for entire contract period of the vehicles.
7. The contractor will offer the vehicles for inspection of proper installation and functioning of tracking devices to user section of ONGC, Jorhat / I/C GVTS Control Room, ONGC, Jorhat before actual deployment. The contractor/vehicle owner is required to ensure proper functioning of Tracker/Tracking devices throughout the entire contract period. The non-functioning of GPS devices installed in the system for more than 60 hours will attract NPD as per the Non Performance Deduction (NPD) clause.
8. Any time, on request of user section of ONGC, Jorhat / I/C GVTS Control Room, ONGC, Jorhat, the contractor will offer the vehicles for inspection to ensure that the fitted GPS tracking devices are functioning properly during the entire contract period.
9. GPS devices will be de-registered/deleted from ONGC network in case vehicle is de-hired by ONGC for any reason.
10. The contractor is to make himself aware that the responsibility to repair/replace the device and/or its components lies with him in case of any defects/malfunctioning of the trackers/tracking devices including such defects caused by the accident, misuse, mishandling, negligence, alteration, modification or substitution of any of the components or parts or any attempt at the internal adjustment, any form of tampering by unauthorized/unskilled service personnel, loss of component or accessories, natural calamities and over voltage of electricity.

11. Availability of the GVTS System

Availability of Cloud based tracking system shall be maintained at minimum 98%. System availability shall be accounted on monthly basis and shall be linked with monthly payment terms of the vehicle.

In case of breakdown of VTS, the allowable breakdown to restoration time will be 60 Hours. The systems should be made fully operational within this permissible time, which will include repair/ replacement of the defective components, modules, equipment etc.

In case availability of tracker drops below 98% excluding permissible time limits, applicable NPD shall be deducted from the monthly payment of hired vehicle charges as follows

12. Non Performance deduction

The contractor or their authorised person/driver needs to ensure that the functioning of GPS based trackers /devices should not be disturbed or tampered with. In case it is found that the system availability has dropped below 98% excluding permissible time limits or GPS based tracking devices has become non-functional for whatever reasons including tampering by the driver /unauthorised person for more than 60 hours (excluding delay on part of ONGC & GPS satellite outage, if any) and the fault is not restored within permissible time of 60 Hrs the following NPD will be applicable:

Rs 500/- for each day or part thereof the day, per tracker unit for initial 7 (seven) days or till the tracker unit is made operational/ restored.

From 8th day onwards Rs 700/- for each day or part thereof the day for 30 days, per tracker unit or till the tracker unit is made operational/ restored.

In case the VTS system is not restored within 30 days, ONGC reserves the right to terminate the contract

In case of breakdown or off-duty period of vehicle, no NPD shall be levied on account of GVTS.

The NPD amount shall be deducted from the monthly bills of the vehicle / contractor.

13. Termination clause on account of GVTS

As GPS based vehicle tracking system is a mandatory requirement from operational/ security point of view, any noncompliance on this part for a period of 30 days at a stretch or cumulatively 100 days in a year shall entitle ONGC to terminate the contract at its discretion and forfeit the Bank guarantee on account of non-performance or deficit performance besides any other action as deemed fit as per clauses of the contract.

51. Situation arising out of Death of the contractor:

In a case of contractor dies during the currency of the contract the legal heir, legal successor or legal representative shall intimate the death of the contractor within 30 days of demise for making necessary amendments in the contract / vendor details, if any.'

52. Timely maintenance & repairing/replacement of spares & fittings, accessories etc. of the vehicle are the responsibility of Contractor at his/her/their cost.

53. Payment of instalment of vehicle finance (if any), maintenance of the vehicle shall be the responsibility of the contractor at his/her cost. Contractor at all the time, shall maintain the vehicle in perfect roadworthy conditions, which is an essential obligation of the contractor. All sorts of fuel, oil, lubricants, consumables etc. for running of the vehicle shall be supplied/arranged by the contractor at his/her cost.

SCHEDULE OF SERVICE, UNITS AND RATES**1. Applicable Rates for Category-I: M&M Bolero Neo (Diesel) with AC or equivalent make & model vehicle-12 Hrs. duty:**

Item No.	Description	Unit Rate (Rs.)
1	Standby charges per day per vehicle exclusive of applicable GST	2413.26
2	Running charges per KM exclusive of applicable GST	8.97
3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	200
4	Fixed Outstation charges exclusive of applicable GST	500

2. Applicable Rates for Category-II: Electric Vehicles (Sedan type cars or equivalent to Maruti Suzuki Dzire) with AC or equivalent make & model vehicle-12 Hrs. duty:

Item No.	Description	Unit Rate (Rs.)
1	Standby charges per day per vehicle exclusive of applicable GST	2603.15
2	Running charges per KM exclusive of applicable GST	1.21
3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	200
4	Fixed Outstation charges exclusive of applicable GST	500

3. Applicable Rates for Category-III: M&M Scorpio Classic/N (Diesel) with AC or equivalent make & model vehicle-12 Hrs. duty:

Item No.	Description	Unit Rate (Rs.)
1	Standby charges per day per vehicle exclusive of applicable GST	2670.65
2	Running charges per KM exclusive of applicable GST	9.98
3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	200
4	Fixed Outstation charges exclusive of applicable GST	500

4. Applicable Rates for Category-IV: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin)) (Diesel) with AC or equivalent make & model vehicle-12 Hrs. duty:

Item No.	Description	Unit Rate (Rs.)
1	Standby charges per day per vehicle exclusive of applicable GST	2486.94

2	Running charges per KM exclusive of applicable GST	8.83
3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	200
4	Fixed Outstation charges exclusive of applicable GST	500

5. Applicable Rates for Category-V: M&M Bolero Neo (Diesel) with AC or equivalent make & model vehicle-24 Hrs. duty:

Item No.	Description	Unit Rate (Rs.)
1	Standby charges per day per vehicle exclusive of applicable GST	3987.01
2	Running charges per KM exclusive of applicable GST	8.97
3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	Not Applicable
4	Fixed Outstation charges exclusive of applicable GST	500

6. Applicable Rates for Category-VI: M&M Scorpio Classic/N (Diesel) with AC or equivalent make & model vehicle-24 Hrs. duty:

Item No.	Description	Unit Rate (Rs.)
1	Standby charges per day per vehicle exclusive of applicable GST	4244.39
2	Running charges per KM exclusive of applicable GST	9.98
3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	Not Applicable
4	Fixed Outstation charges exclusive of applicable GST	500

7. Applicable Rates for Category-VII: Utility Vehicle (Tata Yodha C/S, M&M Bolero Camper (Double Cabin)) (Diesel) with AC or equivalent make & model vehicle-24 Hrs. duty:

Item No.	Description	Unit Rate (Rs.)
1	Standby charges per day per vehicle exclusive of applicable GST	4060.68
2	Running charges per KM exclusive of applicable GST	8.83
3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	Not Applicable
4	Fixed Outstation charges exclusive of applicable GST	500

8. Applicable Rates for Category-VIII: Toyota Innova Crysta – 24 Hrs. duty or equivalent make & model (Diesel) vehicle:

Item No.	Description	Unit Rate (Rs.)
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1	Standby charges per day per vehicle exclusive of applicable GST	4697.48
2	Running charges per KM exclusive of applicable GST	9.86
3	Over Time (OT) charges payable per hour for deployment beyond 12 hours of duty exclusive of applicable GST	Not Applicable
4	Fixed Outstation charges exclusive of applicable GST	500

INTEGRITY PACT

Between

Oil and Natural Gas Corporation Ltd (ONGC) hereinafter referred to as “The Principal”,

and

..... hereinafter referred to as “The Bidder/applicant(s)/ Contractor(s)”

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **Hiring services of Brand new 52 (Fifty-two) Nos. of Light Vehicles (Taxi) for ONGC’s Jorhat Work Centre for a period of 04 years on Draw of Lots basis against Tender No.- L46BC24007** (“the Contract”). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/applicant/s and Contractor/s.

In order to achieve these goals, the Principal, by way of this Integrity Pact (“the Pact”) will appoint Independent External Monitor (“IEM”) who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

**Section 1
Commitments of the Principal**

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

- a. No employee of the Principal, personally or through relatives or any other person, will in connection with the tender, or for the execution of the Contract, demand, promise or accept for himself/herself or any third person, any material or immaterial benefit which he/she is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder/applicants with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder/applicants the same information and will not provide to any

bidder/applicant additional/confidential information through which the bidder/applicant could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons.

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

Section 2

Commitments of the Bidder/applicant/ contractor

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

- a. The Bidder/applicant / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder/applicant / Contractor will not enter into any agreement or understanding with other Bidder/applicants in connection with the bid/application, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bid/applications or any other actions to restrict competitiveness or to introduce cartelisation in the bidding/application process.
- c. The Bidder/applicant / Contractor will not commit any offence under the relevant Anti-corruption Laws of India/Indian Penal Code, 1860. Further the Bidder/applicant / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder/applicant / Contractor will, when presenting his bid/application, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- e. The bidder/applicant(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder/applicant(s)/ contractor(s) of Indian

nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender.

f. The bidder/applicant(s)/ contractor (s) who have signed the Pact shall not approach the Courts while the matters/disputes/issues, related to tender process or the Contract are presented before the IEM and awaiting the final decision.

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

Section 3

Disqualification from tender process and exclusion from future contracts

(1) If the Bidder/applicant, before the Contract is awarded, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder/applicant into question:

- a. the Principal is entitled to disqualify the Bidder/applicant from the tender process or to terminate the Contract, if already signed, for such reason.
- b. the Principal is entitled to exclude the Bidder/applicant / Contractor from participating in future contracts/tenders. The imposition and duration of the exclusion will be determined by the Principal based on the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors of the Bidder/applicant and the amount of the damage. The exclusion will be imposed for a minimum of six (6) months and maximum of three (3) years.

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

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

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

Section 4

Compensation for Damages

(1) Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the Principal shall have

the following rights in case of breach of this Pact by the Bidder/applicant/Contractor:

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

Section 5 Previous transgression

- (1) The Bidder/applicant declares that he has not committed any transgressions in the last three (3) years against any Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could invite/justify his exclusion from this tender process.
- (2) Any concealment of information or misrepresentation of facts, in regard to the aforesaid, can lead to his disqualification from the tender process or termination of the Contract, if already awarded, or invite any other appropriate action(s) as deemed fit.

Section 6 Equal treatment of all Bidder/applicants / Contractors / Subcontractors

- (1) The Principal will enter into Pacts on identical terms with all bidder/applicants and contractors.
- (2) The Bidder/applicant(s) / Contractor(s) assures to procure from all their subcontractors an undertaking for the adoption of this Pact. The Bidder/applicant (s) / Contractor(s) shall alone be responsible for any violation (s) of the provisions laid down in the Pact by any/all of their sub-contractor (s) or sub-vendor (s).
- (3) The Principal will be entitled to disqualify from the tender process all bidder/applicants who do not sign this Pact or violate its provisions.

Section 7 Criminal charges against violating Bidder/applicants/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder/applicant, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder/applicant, Contractor or Subcontractor which constitutes corruption as per existing Anti-Corruption Law in India, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8

Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor as nominated and approved by the Central Vigilance Commission. The task of the IEM is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact.

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

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

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

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

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

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

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

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

(8) The word 'IEM' would include both singular and plural.

**Section 9
Pact Duration**

(1) This Pact comes into force when both parties have signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidder/applicants 6 months after the contract has been awarded.

(2) If any claim is made / lodged during the aforesaid duration, the same shall continue to be valid despite the lapse of this pact as specified above, till it is discharged / determined by Chairperson of the Board of the Principal.

**Section 10
Other provisions**

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

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

(3) If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.

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

For the Principal
Contractor

For the Bidder/applicant /

Place -----

Witness 1 : -----

Date -----

Witness 2 : -----

ANNEXURE -A

BEFORE THE NOTARY AT ::: ASSAM

AFFIDAVIT

Dated

I, Sri/Smti _____, son / daughter / wife of _____, _____, aged about _____ years, resident of _____ P.S. _____ & P.O. _____, District _____, State _____ do hereby solemnly affirm and declare on oath as follows:-

- (1) That I am a citizen of India and permanent resident of the abovementioned address.
- (2) That I intend to participate in the Tender No. L46BC24007 Floated by ONGC, Jorhat, for "Hiring services of Brand new 52 (Fifty-two) Nos. of Light Vehicles (Taxi) for ONGC's Jorhat Work Centre for a period of 04 years on Draw of Lots basis"
- (3) That, I am not an ONGC Employee in service or employee in service of any other PSU/Government / Quasi Government or Semi Government Organization.
- (4) That, my age on the date of submission of application under the tender is not below 18 years and above 55 years.
- (5) That, I have not submitted any other application in the Tender No. L46BC24007
- (6) That the statements made herein above paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then ONGC shall have liberty to cancel my application or cancel the contract, as the case may be.

OATH

"I swear that, this my declaration is true, that it conceals nothing and that no part of it is false, so help me God"

Identified By

DEPONENT

(Advocate)

Signed and sworn before me by the above named deponent after being read over the contents mentioned above by _____, Advocate so that the deponent seemed to understand properly the contents of this affidavit.

NOTARY

ANNEXURE-B

**(Applicable to the Dependent Sons/daughter/parents only)
BEFORE THE NOTARY AT ::: ASSAM**

A F F I D A V I T

We, (1) Sri/Smti _____, son / daughter / wife of _____, _____, aged about _____ years, and (2) Sri/Smti _____ son / daughter / wife of _____, _____, aged about _____ years, resident of _____ P.S. _____ & P.O. _____, District _____, State _____ do hereby solemnly affirm and jointly declare on oath as follows:-

- (1) That, the above-named deponents are the citizens of India and permanent resident of the above mentioned address.
- (2) That, the Deponent No. 1, i.e. Shri/Smti. _____ is the father/mother/son/daughter of the Deponent No. 2, who is serving as _____ under ONGC Limited, in the Department of _____, having CPF No..... and hence the name of the Deponent No. 2 has been recorded as dependent in the dependent list of ONGC.
- (3) That, the Deponent No. 2 intends to participate in the Tender No. L46BC24007 Floated by ONGC, Jorhat for "Hiring services of Brand new 52 (Fifty-two) Nos. of Light Vehicles (Taxi) for ONGC's Jorhat Work Centre for a period of 04 years on Draw of Lots basis"
- (3) That, the Deponent No. 1 & 2, jointly declares and undertakes that if the Deponent No. 2 is found eligible for the award of contract under the said Tender to supply of desired vehicle, then his/her name shall be deleted from the dependent list of ONGC and accordingly Deponent No.2 will submit a certificate before the issuance of NOA from the concern department showing that his/her name is deleted from the dependent list of ONGC.
- (4) That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then ONGC shall have liberty to cancel my application or cancel the contract, as the case may be.

OATH

"We swear that, this our declaration is true, that it conceals nothing and that no part of it is false, so help us God"

Identified By

DEPONENT NO. 1

(Advocate)

DEPONENT NO. 2

Signed and sworn before me by the above named deponents after being read over the contents mentioned above by _____, Advocate so that the deponents seemed to understand properly the contents of this affidavit.

NOTARY

ANNEXURE -C

Deleted

Annexure-D

Deleted

ANNEXURE – E

To affix
passport size
photograph of
Contractor

FORMAT FOR BIDDER/APPLICANT DETAILS
(To be filled up by the Bidder/applicant / Contractor)

Name of the Bidder/applicant/Applicant:

Father's Name:

Husband's Name (if applicable):

Date of Birth:

Sex:

Registered Postal Address with PIN Code:

Telephone No.:

Mobile No.:

E-mail ID:

Fax No.:

Vendor Code No. with ONFC (if available):

PAN No.:

GST Regn. No (if available):

BANK DETAILS OF BIDDER/APPLICANT:

(a) Name of Bank, Branch Code & Address:

(b) Account Type (Savings/Cash credit/Current):

(c) Account No. (as appearing on Pass Book/Cheque Book):

(d) IFSC Code of the Branch (For RTGS / NEFT):

(e) 9 Digit MICR No of Bank & Branch as appearing on the Cheque:

Yours faithfully,
Signature of Bidder / Applicant:

Name of Bidder / Applicant (in Capital Letters):

Annexure-F

Deleted

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

This has reference to our proposed contract regarding “**Hiring services of Brand new 52 (Fifty-two) Nos. of Light Vehicles (Taxi) for ONGC’s Jorhat Work Centre for a period of 04 years on Draw of Lots basis**” to be entered into with Oil and Natural Gas Corporation Ltd. (ONGC).

For the purpose of Section 297/299 of the Companies Act, 1956, an extract enclosed at Appendix 8, we certify that to the best of my/our knowledge :

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

Signature of the Applicant

Place
Date

ANNEXURE-H

Format of undertaking by Bidder/applicants towards submission of authentic information/documents

I hereby undertake that all the documents/certificates/information submitted against this **Tender no. L46BC24007** are genuine.

I also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by me are found to be false/foArged/fraudulent, ONGC has right to reject my bid/application at any stage including forfeiture of my PBG and/or cancel the award of contract and/or carry out any other penal action on me, as deemed fit.

Yours faithfully,

For (type name of the Bidder/Applicant here)

Signature of Bidder/Applicant:

Name:


Designation:

Phone No.

Place:

Date:

ANNEXURE-J

	OIL AND NATURAL GAS CORPORATION LIMITED Office of Chief Legal Services, Corporate Legal Department, Deendayal Urja Bhawn, 5A-Nelson Mandela Marg, Vasant Kunj, New Delhi 110070 Phone No.: 011-26754007/4097
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DLH/Arbitrators' Fees/SC Judgement/2023

Dated: 15.06.2023

Circular no. 3/2023

Sub: Guidelines regarding payment of fees to the arbitrators in ad-hoc arbitration matters as per the judgment dated 30.08.2022 passed by Hon'ble Supreme Court in the matter of 'Oil and Natural Gas Corporation Ltd. vs. Afcons Gunanusa JV; Arbitration Petition (Civil) No. 05 of 2022'

The unilateral fixation of the fees by the Arbitrators in ad-hoc arbitration matters has been an area of concern since long, especially for Public Sector Undertakings (PSU) like ONGC.

This issue has been deliberated and settled by the Hon'ble Supreme Court in the landmark judgment dated 30.08.2022 in the case of *Oil & Natural Gas Corporation Ltd. vs. Afcons Gunanusa JV*. The judgment addresses the issues regarding exorbitant costs and inordinate delays and has further paved the way in bringing clarity and transparency with respect to fixation of arbitral fees in ad-hoc arbitrations in India.

The main findings of the Hon'ble Supreme Court in above mentioned judgment are as follows:

1. Arbitrators do not have the power to unilaterally issue binding and enforceable orders determining their own fees.
2. The fees of the arbitrators must be fixed at the inception to avoid unnecessary litigation and conflicts between the parties and the arbitrators at a later stage.
3. The parties and the arbitral tribunal shall hold 'preliminary hearings' with a maximum cap of four hearings amongst themselves to finalise the 'Terms of Reference' of the arbitral tribunal setting out the components of its fee, which would serve as a tripartite agreement between the parties and the arbitral tribunal. Once the 'Terms of Reference' have been finalised and issued, it would not be open for the arbitral tribunal to vary, either the fee fixed or the heads under which the fee may be charged.
4. In cases where the arbitrator(s) are appointed by parties in the manner set out in the arbitration agreement, the fees would be payable in accordance with the arbitration agreement. However, if the arbitral tribunal considers that the fee stipulated in the arbitration agreement is unacceptable, the fee proposed by the arbitral tribunal must be indicated with clarity in the course of the preliminary hearings. If any of the parties object to the fee proposed by the arbitrator(s) and no consensus can be arrived at between such a party and the tribunal or a member of the tribunal, then the tribunal or the member of the tribunal should decline the assignment.
5. When one or both parties, or the parties and the arbitral tribunal are unable to reach a consensus about the fees, it is open to the arbitral tribunal to charge the fee as stipulated in the Fourth

1/2

Schedule of the Arbitration & Conciliation Act 1996 (Act), which is the default fee schedule binding on all.

6. The 'sum in dispute' referred in the Fourth Schedule of the Act shall be considered separately for claim and counter-claim, and not cumulatively. Therefore, the arbitrator's fee will be calculated separately for the claim and counter-claim, and the fee ceiling of Rs.30,00,000/- contained in the Fourth Schedule will separately apply to both claim and counter claim.
7. The fee ceiling of Rs.30,00,000/- under the Fourth Schedule is applicable to each individual arbitrator, and not the arbitral tribunal as a whole, where it consists of three or more arbitrators. In the event the arbitral tribunal consists of a sole arbitrator, they would be entitled to 25 per cent over and above the fee payable to an arbitrator under the Fourth Schedule.

In view of the above, all work centres need to adhere to the guidelines (summarised above) laid down by the Supreme Court, specifically mentioned at para 158 read with paras 104 and 105 of the 'ONGC vs. Afcons' judgment dated 30.08.2022.

Sandhya Yadav
15.6.23

(Sandhya Yadav)

GM-Legal, Chief Legal Services (Off.)

Distribution: Org.net

END OF TENDER DOC