

Consolidated Requirement of Frac Tree for FY 2025-26

Group	S. No	EDP No	Description of well head equipment	UOM	Qty
1	a	160000365	7-1/16" x 5-1/8" x 5-1/8" -15M Frac Tree	NO	1
	b	160000366	7-1/16" x 5-1/8" 15M Bonnet flange with Nut & Bolts and Ring Gaskets	NO	1
	c	060000294	3-1/16"-15M x 2-9/16"-15M change over flange with Nut and Bolts and Ring Gaskets	NO	2
	d	060000481	3-1/16"-15M x 2-9/16"-10M change over flange with Nut and Bolts and Ring Gaskets	No	2
	e	150006073	4-1/16"-15M x 4-1/16"-10M change over flange with Nut and Bolts and Ring Gaskets	No	2
	f	060000483	3-1/16"-15M x 3-1/16"-10M change over flange with Nut and Bolts and Ring Gaskets	No	2
	g	060000486	4-1/16"-15M x 3-1/16"-15M change over flange with Nut and Bolts and Ring Gaskets	No	2
	h	150009957	5-1/8"-15M x 4-1/16"-15M change over flange with Nut and Bolts and Ring Gaskets	NO	2
	i	150009955	7-1/16"-10M x 7-1/16"-15M Change over spool with Nut & Bolts and Ring Gaskets	NO	1
	j	150007673	2-9/16"-15M x 2-9/16"-10M Change over spool with Nut & Bolts and Ring Gaskets	NO	1
Total				No	16

Technical Specifications of Frac tree and associated accessories
Well Services, Rajahmundry Asset

List of materials:

S. No	EDP No	Description of well head equipment	UOM	Qty
1	160000365	7-1/16" x 5-1/8" x 5-1/8" -15M Frac Tree	NO	1
2	160000366	7-1/16" x 5-1/8" 15M Bonnet flange with Nut & Bolts and Ring Gaskets	NO	1
3	060000294	3-1/16"-15M x 2-9/16"-15M change over flange with Nut and Bolts and Ring Gaskets	NO	2
4	060000481	3-1/16"-15M x 2-9/16"-10M change over flange with Nut and Bolts and Ring Gaskets	No	2
5	150006073	4-1/16"-15M x 4-1/16"-10M change over flange with Nut and Bolts and Ring Gaskets	No	2
6	060000483	3-1/16"-15M x 3-1/16"-10M change over flange with Nut and Bolts and Ring Gaskets	No	2
7	060000486	4-1/16"-15M x 3-1/16"-15M change over flange with Nut and Bolts and Ring Gaskets	No	2
8	150009957	5-1/8"-15M x 4-1/16"-15M change over flange with Nut and Bolts and Ring Gaskets	NO	2
9	150009955	7-1/16"-10M x 7-1/16"-15M Change over spool with Nut & Bolts and Ring Gaskets	NO	1
10	150007673	2-9/16"-15M x 2-9/16"-10M Change over spool with Nut & Bolts and Ring Gaskets	NO	1

Item 01:

Description	7 1/16" x 5 1/8" x 5 1/8" -15 M Frac tree : 01 no	Mat Code: 160000365
<p>Detailed Specifications</p> <p>➤ API 6A Standards:</p> <p style="padding-left: 40px;">✓ Pressure Rating: 15000 Psi</p>		

- ✓ Temperature Classification: U
- ✓ Material Class: EE-1.5
- ✓ Product Specification Level: 3G
- ✓ Performance Requirement: 2 Annex F qualified.

- Frac tree design: 2-1-2 type, suitable for single completion.
- INTEGRAL FLANGED TUBING HEAD ADAPTER (BONNET) 7-1/16" X 15,000 PSI FLANGED BOTTOM X 5-1/8" 15,000 PSI STUDDERED TOP PROVIDED WITH TWO 9/16" AUTO CLAVE TEST PORTS WITH BLEEDER VALVE AND STUDS, NUTS AND RING JOINT GASKETS (SS 316). **- 1 NO.**
- GATE VALVE (LOWER MASTER, UPPER MASTER & SWAB VALVE), 5-1/8" 15,000 PSI INTEGRAL FLANGED ENDS THROUGH CONDUIT, FULL BORE, FORGED STEEL, HWO WITH METAL TO METAL SEAL & COMPLETE WITH STUDS, DOUBLE NUTS & RING JOINT GASKETS (SS316). **- 3 NO's VALVE.**
- GATE VALVE (MANUAL WING VALVES), 5-1/8" 15,000 PSI INTEGRAL FLANGED ENDS THROUGH CONDUIT, FULL BORE, FORGED STEEL, HWO WITH METAL TO METAL SEAL & COMPLETE WITH STUDS, DOUBLE NUTS & RING JOINT GASKETS (SS316). **- 2 NO's VALVE.**
- FORGED STUDDERED TEE (HEXAGONAL BLOCK) 5-1/8" X 5-1/8" X 5-1/8" 15,000 PSI **- 1 NO.**
- 5-1/8" 15,000 PSI TREE CAP QUICK UNION TYPE WITH 9/16" AUTOCLAVE TAPPED TOP – **1 NO.**
- NEEDLE VALVE 9/16" AUTOCLAVE 15,000 PSI. **– 3 NOS.**
- PRESSURE GAUGE, 0–15,000 PSI, 4-1/2" DIAL FACE GLYCERIN FILLED WITH 9/16" AUTOCLAVE BOTTOM CONNECTION. **- 3 NOS.**
- COMPANION/ADAPTOR FLANGE 5-1/8" 15,000 PSI (WP) WITH 3" FIG 2202 (F) HAMMER UNION CONNECTION (PR2 CERTIFIED) WITH SUITABLE STUDS AND RING GASKETS FOR MAKING FLOW LINE CONNECTIONS POST HF FLOW BACK **- 1 NO**
- FRAC TREE SHOULD BE SUPPLIED IN ASSEMBLED AND TESTED CONDITION FOR READY TO INSTALL.
- Complete set of spares for Frac tree and associated accessories (for Item No. 1 to 10) – **10 SETS**
 - ✓ STUDS AND NUTS FOR ALL FLANGES IN FRAC TREE AND ASSOCIATED ACCESSORIES (FOR ITEM NO. **1 TO 10**).
 - ✓ SUITABLE API SIZE RING JOINT GASKETS OF SS316 MATERIAL CLASS FOR ALL FLANGES.

- ✓ 9/16" AUTO CLAVE VALVES AND 15K PRESSURE GAUGES FOR FRAC TREE AND ACCESSORIES.
- ✓ ONE (01) NUMBER OF PNEUMATIC GREASE GUN WITH SUITABLE CONNECTORS FOR GREASING OF GATE VALVES OF FRAC TREE AND RECCOMONDED DOPE (100KG) TO BE SUPPLIED ALONG WITH COMPLETE SET OF SPARES.

Item 02:

Description	7-1/16" x 5-1/8" -15 M Tubing Bonnet Assembly : 01 no.	Mat code: 160000366
<p>Detailed Specifications</p> <ul style="list-style-type: none"> ➤ API 6A Standards: <ul style="list-style-type: none"> ✓ Pressure Rating: 15000 Psi ✓ Temperature classification: U ✓ Material Class: EE-1.5 ✓ Product Specification Level: 3G ✓ Performance Requirement: 2 Annex F qualified ➤ INTEGRAL FLANGED TUBING HEAD ADAPTER (BONNET) 7-1/16" X 15,000 PSI FLANGED BOTTOM X 5-1/8" 15,000 PSI STUDED TOP COMPLETE WITH STUDS, NUTS AND RING JOINT GASKETS (SS 316). 		

Item 03:

Description	3-1/16"-15M x 2-9/16"-15M change over flange : 02 nos.	Mat code : 060000294
<p>Detailed Specifications</p> <ul style="list-style-type: none"> ➤ API 6A Standards: <ul style="list-style-type: none"> ✓ Pressure Rating: 15000 Psi ✓ Temperature classification: U ✓ Material Class: EE-1.5 ✓ Product Specification Level: 3G ✓ Performance Requirement: 2 Annex F qualified. ➤ INTEGRAL FLANGED CHANGE OVER WITH 3-1/16" X 15,000 PSI FLANGED TOP X 2-9/16" 15,000 PSI FLANGED BOTTOM COMPLETE WITH STUDS, NUTS AND RING JOINT GASKETS (SS 316). 		

Item 04:

Description	3-1/16"-15M x 2-9/16"-10M change over flange : 02 nos.	Mat code : 060000481
<p>Detailed Specifications</p> <ul style="list-style-type: none"> ➤ API 6A Standards: <ul style="list-style-type: none"> ✓ Pressure Rating: 10000 Psi ✓ Temperature classification: U ✓ Material Class: EE-1.5 ✓ Product Specification Level: 3G ✓ Performance Requirement: 2 Annex F qualified ➤ INTEGRAL FLANGED CHANGE OVER WITH 3-1/16" X 15,000 PSI FLANGED BOTTOM X 2-9/16" 10,000 PSI FLANGED TOP COMPLETE WITH STUDS, NUTS AND RING JOINT GASKETS (SS 316). 		

Item 05:

Description	4-1/16"-15M x 4-1/16"-10M change over flange: 02 no.	Mat code : 150006073
<p>Detailed Specifications</p> <ul style="list-style-type: none"> ➤ API 6A Standards: <ul style="list-style-type: none"> ✓ Pressure Rating: 10000 Psi ✓ Temperature classification: U ✓ Material Class: EE-1.5 ✓ Product Specification Level: 3G ✓ Performance Requirement: 2 Annex F qualified. ➤ INTEGRAL FLANGED CHANGE OVER WITH 4-1/16" X 15,000 PSI FLANGED BOTTOM X 4-1/16" 10,000 PSI FLANGED TOP COMPLETE WITH STUDS, NUTS AND RING JOINT GASKETS (SS 316). 		

Item 06:

Description	3-1/16"-15M x 3-1/16"-10M change over flange : 02 nos.	Mat code : 060000483
<p>Detailed Specifications</p> <ul style="list-style-type: none"> ➤ API 6A Standards: <ul style="list-style-type: none"> ✓ Pressure Rating: 10000 Psi 		

<ul style="list-style-type: none"> ✓ Temperature classification: U ✓ Material Class: EE-1.5 ✓ Product Specification Level: 3G ✓ Performance Requirement: 2 Annex F qualified. <p>➤ INTEGRAL FLANGED CHANGE OVER WITH 3-1/16" X 15,000 PSI FLANGED BOTTOM X 3-1/16" 10,000 PSI FLANGED TOP COMPLETE WITH STUDS, NUTS AND RING JOINT GASKETS (SS 316).</p>
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Item 07:

Description	4-1/16"-15M x 3-1/16"-15M change over flange: 02 nos.	Mat code : 060000486
<p>Detailed Specifications</p> <p>➤ API 6A Standards:</p> <ul style="list-style-type: none"> ✓ Pressure Rating: 15000 Psi ✓ Temperature classification: U ✓ Material Class: EE-1.5 ✓ Product Specification Level: 3G ✓ Performance Requirement: 2 Annex F qualified. <p>➤ INTEGRAL FLANGED CHANGE OVER WITH 4-1/16" X 15,000 PSI FLANGED BOTTOM X 3-1/16" 15,000 PSI FLANGED TOP COMPLETE WITH STUDS, NUTS AND RING JOINT GASKETS (SS 316).</p>		

Item 08:

Description	5-1/8"-15M x 4-1/16"-15M change over flange: 02 nos.	Mat code : 150009957
<p>Detailed Specifications</p> <p>➤ API 6A Standards:</p> <ul style="list-style-type: none"> ✓ Pressure Rating: 15000 Psi ✓ Temperature classification: U ✓ Material Class: EE-1.5 ✓ Product Specification Level: 3G ✓ Performance Requirement: 2 Annex F qualified. <p>➤ INTEGRAL FLANGED CHANGE OVER WITH 5-1/8" X 15,000 PSI FLANGED BOTTOM X 4-1/16" 15,000 PSI FLANGED TOP</p>		

COMPLETE WITH STUDS, NUTS AND RING JOINT GASKETS (SS 316).

Item 09:

Description	7-1/16"-10M x 7-1/16"-15M Change over spool : 01 no.	Mat code : 150009955
Detailed Specifications		
<ul style="list-style-type: none">➤ API 6A Standards:<ul style="list-style-type: none">✓ Pressure Rating: 10000 Psi✓ Temperature classification: U✓ Material Class: EE-1.5✓ Product Specification Level: 3G✓ Performance Requirement: 2 Annex F qualified.➤ INTEGRAL FLANGED CHANGE OVER WITH 7-1/16" X 15,000 PSI FLANGED BOTTOM X 7-1/16" 10,000 PSI FLANGED TOP COMPLETE WITH STUDS, NUTS AND RING JOINT GASKETS (SS 316).➤ MINIMUM POSSIBLE HEIGHT TO BE MAINTAINED.		

Item 10:

Description	2-9/16"-15M x 2-9/16"-10M Change over spool: 01 no.	Mat code : 150007673
Detailed Specifications		
<ul style="list-style-type: none">➤ API 6A Standards:<ul style="list-style-type: none">✓ Pressure Rating: 10000 Psi✓ Temperature classification: U✓ Material Class: EE-1.5✓ Product Specification Level: 3G✓ Performance Requirement: 2 Annex F qualified.➤ INTEGRAL FLANGED CHANGE OVER WITH 2-9/16" X 15,000 PSI FLANGED BOTTOM X 2-9/16" 10,000 PSI FLANGED TOP		

COMPLETE WITH STUDS, NUTS AND RING JOINT GASKETS (SS 316).

NOTE:

SPECIFICATION FOR 10 SETS OF COMPLETE SET OF SPARES FOR FRAC TREE AND ACCESSORIES (ITEM NO. 1 TO 10) ARE INCLUDED AS PART OF LINE ITEM NO.1.

TECHNICAL REQUIREMENT FOR FRAC TREE AND ASSOCIATED ACCESSORIES

1. Valves should be full bore through conduit, non-rising stem type with metal to metal seal and confirming to API standard 6A (Latest edition) with hard facing between gate & seat ring. Valve should be designed for easy manual operation in pressurized conditions also. Valves should have an external feature to indicate the position of the gate.
2. All stud bolts and nuts should be Xylan coated & should confirm to standard ASTM-A 194 & 193 respectively.
3. All technical specifications & test standards etc. of Frac tree and associated accessories should be as per API- 6A latest edition.
4. Manufacturer should be API approved & product should bear API monogram.
5. The offered equipment shall be new & of recent manufacture.
6. All ring joint gaskets of Frac tree and associated accessories shall be made of SS 316 as per detailed specifications.
7. A plate bearing following information (engraved/embossed) should be on Frac tree and associated accessories
 - a. Name of Manufacturer.
 - b. Serial No.
 - c. Year of manufacture.
 - d. Size and pressure rating of Frac tree and associated accessories.
8. Installation & Operational Manuals of Frac tree and associated accessories to be supplied in separate packing.

NOTE: The bidder shall quote and supply all necessary items required for installation and operation of each Frac tree and associated accessories.

(Bidders are required to consider the cost of these items to be included with main Item (Frac tree & Accessories) in the Price Format- No separate Break-up is required).

The manufacturer would submit undertaking to this effect that manufacturer has quoted all necessary items required for installation, operation & testing of Frac tree and associated accessories.

TECHNICAL INSTRUCTIONS

1. All spare and components provided by the vendor shall be properly wrapped and packaged so that they will be preserved in original and new condition under the normal condition of storage to be anticipated in India and shall be properly tagged and coded so that later identification as to intended equipment usage is facilitated.
2. Ring Gasket to be packed in such a way that it does not get damaged during transit.
3. The ring grooves should be properly protected against damage during transit.
4. No packing should contain any loose material i.e. everything should be fastened either with or each other.
5. Each section should be packed separately.

Note:

1. Please indicate item wise price of Frac tree and associated accessories required for installation & operation in the invoices.
(However, the Break-up is not required to be submitted during the Bid Evaluation).
2. Please indicate item wise part no. (For all the items.)

Predetermined Quality Assurance Plan (QAP) for Inspection by ONGC QAD/ ONGC Nominated Third Party Inspection Agency (TPIA) For Frac Tree:

General Requirement

The specific scope of inspection shall include the following but not limited to

1. Vendor to facilitate inspection / quality surveillance at manufacturer's / sub-vendor's works.
2. Vendor shall arrange to undertake inspection and witness such test (s) which are required to ensure that the procured Item (s) conform to specifications and relevant code (s) / standard(s) as mentioned herein.
3. Inspection Agency shall stamp the items inspected for material identification, wherever required.
4. Inspection Agency shall issue final acceptance certificate along with release note on conformance to the technical specifications and other PO conditions.
5. The Inspection Agency shall deploy sufficient number of inspection engineers / inspectors and vendor shall facilitate the same.
6. The Inspection Agency shall use calibrated measuring instruments and equipment at the manufacturer's/ sub vendor's works at the time of inspection. Vendor to facilitate and ensure availability of all such instruments.
7. The Inspection Agency shall verify:
 - a. Material Test Certificate and traceability records to ensure the use of correct material.
 - b. Manufacture's/ sub vendor's internal QC records
 - c. Compliance with process parameters as per the relevant standards mentioned in the tender, Technical specification and as mentioned herein
 - d. Qualification record of equipment, process and personnel for special process like Hydro testing, Welding, NDE, painting etc.
 - e. Various type of Test certificate or any special certificate called for in the PO / Standards
 - f. The inspection agency shall endorse all verified certificates / documents with comments (Witnessed or Verified) as per applicable document. Vendor to facilitate and ensure availability of all such documents, resources required by the Inspection Agency for above mentioned verifications.
8. Inspection shall be treated as complete only when final inspection report 'for acceptance' is issued after completing all stages of inspection.
9. The accepted items shall be identified with seal, wherever applicable and reference of seal shall be given in the Inspection Report (IR) by the Inspection Agency.

10. After completion of inspection, the inspection agency shall issue report to the bidder/ manufacturer along with records of inspection duly signed within 48 hours.

11. Inspection Report (IR) shall essential contain the following information:

- a) Purchase Order No.
- b) Inspection Report No.
- c) Name of bidder and/ or manufacturer
- d) Date(s) of inspection
- e) Date of completion of inspection
- f) Description of items.
- g) Purchase Order Sl. No. of items
- h) Reference of Quality Plan and other applicable documents referred for inspection
- i) Quantity offered, accepted, reworked, rejected, cumulative quantity accepted and consumed in testing, if any
- j) Inspection / Sampling plan followed
- k) Inspection checks / test carried out
- l) Deviation / Concession, if any
- m) Any other information

It shall be ensured that all records of verification and inspection are enclosed with inspection report (IR). This QAP for inspection is only indicative and not exhaustive. Criteria for Inspection shall be conformance with specifications and test reports.

ACTIVITIES	Remarks	Scope of work	Place of Inspection (to be informed By Bidder)
A) General (API Specification 6-A			
API Specification-6 A: Registration No., date & its validity (including that of the sub-vendor, if any)		R	
Calibration of measuring instruments / equipment	AS per API Spec. 6A	R	
B) Inspection at Mill			
Chemical Composition	AS per API Spec. 6A	R	
Volumetric NDE	AS per API Spec. 6A	R	
Mechanical test; Tensile, hardness, impact and any other if required	AS per API Spec. 6A	WR	

C) Incoming Material for manufacturing			
Volumetric NDE	AS per API Spec. 6A	R	
Material certification and verification	AS per API Spec. 6A	R	
D) Process Control in manufacturing (API Specification 6-A)			
Final Surface NDE	AS per API Spec. 6A	R	
Dimensional Testing & Thread gauging	AS per API Spec. 6A	WR and R	
Traceability record	AS per API Spec. 6A	R	
Hardness Test: "Except Seat (Choke), Gate & Seat Ring for PSL 1 & 2 of Material Class AA, BB & CC" As per API 6A Spec. (latest edition)	AS per API Spec. 6A	WR	
Hydrostatic testing of Frac Tree Assy. Tree Cap Assy , Gate Valves, Change over spools etc (PSL-2/PSL-3/PSL-3G as applicable)	AS per API Spec. 6A	W	
Gas Testing of Frac Tree Assy, Tree Cap Assy , Gate Valves, Change over Spools etc. (PSL-3G)	AS per API Spec. 6A	W	
Drift test for Assy. Gate Valves , Frac Tree Assy. including valve body (as applicable)	AS per API Spec. 6A	WR	
Material verification & Certification of Accessories, spares and handling tools	AS per API Spec. 6A	R	
Any other (as applicable)			
D) Final Inspection			
Painting / Coating	AS per API Spec. 6A	R	
Marking	AS per API Spec. 6A	WR	
Shipping		---	
Mass (weight) determination	AS per API Spec. 6A	R	

E) Documentation	AS per API Spec. 6A	R	
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W:	100% Witness for compliance as per above QAP, Standards, Process, Procedures, Specifications, Scope, as per PO.
WR:	Witness Random for compliance as per above QAP, Standards, Process, Procedures, Specifications, Scope, etc. as per PO. Sample size 10% (to be rounded off to next higher whole number) or as per API, whichever is higher.
R:	100% Review for compliance as per above QAP, Standards, Process, Procedures, Specifications, Scope, codes etc. as per PO.
QAP	Quality Assurance Plan for Inspection as detailed above.

Technical Bid Evaluation Criteria (BEC) of Frac Tree for 2025-26:

Clause No	Proposed Technical BEC	Confirmed /Not Confirmed (Pl. write below)	Refer attachment/Page No.
A	Vital criteria for acceptance of bids:		
A.1	<p>Bidders are advised not to take any exemption/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to ONGC within the date specified in the NIT and bid document. ONGC after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.</p> <p>However, during evaluation of bids, ONGC may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.</p>		
B	Rejection criteria:		
B.1	<p>Technical Rejection criteria:</p> <p>The following vital technical conditions should be strictly complied with failing which the bid will be rejected.</p>		
B.1.1	<p>Bid should be complete in all aspects covering entire scope of supply for each group of item quoted and should conform to the technical specifications indicated in the bid document, duly supported with technical catalogues/ literatures, wherever applicable. Incomplete and non-conforming bids will be rejected outright. Bidder has to quote for all the items for full quantity in the quoted Group. Evaluation will be done group-wise.</p>		
B.1.2	<p>Manufacturing experience:-</p> <p>Bidder of the offered 15M Frac tree should satisfy the following Clause along with documentary evidence as per B.1.2 (d) which should be enclosed along with the techno-commercial bid:</p>		
B.1.2 (a)	<p>Minimum 3 (Three) years' experience of manufacturing of 15M Frac tree/X-mas Tree of same size or higher size and same capacity or higher capacity under API certification.</p> <p>For this purpose the period reckoned shall be the period two years prior to the originally scheduled date of opening of the techno-commercial bid.</p>		

	<p>In order to establish minimum 3 years manufacturing experience, document submitted in respect of satisfactory execution of the purchase order as per BEC Clause B.1.2 (d) should be beyond 03 years prior to the original date of techno-commercial (Unpriced) bid opening.</p> <p>Copy of API 6A certificate for the period* for which supply record is being provided, shall be submitted along with techno-commercial bid.</p> <p>*from the date of PO to the date of other document submitted as per BEC Clause B.1.2 (d) regarding satisfactory execution of PO.</p>		
B.1.2 (b)	<p>Should have manufactured and supplied minimum 01 No of tendered quantity for the quoted 15M Frac tree/X-mas tree, of same size or higher size and same capacity or higher capacity to the companies which are in the business of Drilling/ exploration /production and/or refining and/or processing of hydrocarbons during the last 10 (ten) years.</p> <p>For this purpose, the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid.</p> <p>In order to establish manufacturing experience, document submitted in respect of satisfactory execution of the purchase order as per BEC Clause B.1.2 (d) should be within 10 years prior to the original date of techno-commercial (Unpriced) bid opening.</p> <p>Copy of applicable API 6A shall be submitted, for the period* for which supply record is being provided, along with techno-commercial bid.</p> <p>*from the date of PO to the date of other document submitted as per BEC Clause B.1.2 (d) regarding satisfactory execution of PO.</p>		
B.1.2.(b) 1	<p>In case the bidder is not a manufacturer, then the bidder is required to submit documentary evidence in respect of the above B.1.2 (a) and B.1.2(b) of the concerned manufacturer (having supplied such items either by manufacturer himself or his distributor), along with the techno-commercial bid.</p> <p>Bidder shall also submit back-up authority letter in original on manufacturer's letter head, valid at the time of bidding and which should remain valid during the entire execution period of the order, from the concerned manufacturer who authorized them to market their product against this tender.</p>		

B.1.2 (c)	<p>Domestic manufacturers who have successfully executed development order for same size or higher size and same capacity or higher capacity of 15M Frac tree/X-mas tree placed by ONGC/OIL pursuant to successful field trial testing would be considered as established source of supply and in that case, documents for satisfying BEC Clause B.1.2(a) and B.1.2(b) are not required to be submitted. However, such bidders shall submit the certificate towards satisfactory execution of development order pursuant to successful field trial testing along with the techno-commercial bid.</p> <p>For Development Order issued by ONGC after 02.12.2020, such certificate should have been issued by Head INDEG only. The certificate should have been issued on or before originally scheduled date of opening of the techno-commercial bid.</p> <p>Domestic bidder who have satisfactorily executed development order will be eligible to supply from the new / other plant provided that plant has required API certificate.</p>		
B.1.2 (d)	<p>For ascertaining the acceptability of the bidder(s) under B.1.2 (a) & (b), the bidder should submit duly filled 'Appendix-VII' along with documentary evidence in respect of the above in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as - (i) Satisfactory Inspection report (OR) (ii) Satisfactory supply completion / Installation report (OR) (iii) Consignee Receipted Delivery Challans / Bill of Lading (OR) (iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise / VAT/ GST (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</p>		
B.1.2 (e)	<p>As a proof of manufacturing experience and past supply record for the purchase /supply orders placed by Corporate MM, Dehradun / Delhi or any work centre of ONGC, a list of such supply orders (POs having ten-digit number) generated through the SAP system is sufficient. API certification also need not be submitted for past supplies delivered to ONGC.</p> <p>For other supply orders, documents in respect of B.1.2 (a) & B.1.2 (b) need to be submitted as mentioned at B.1.2 (d) above</p>		
B.1.2 (f)	<p>Applicable for bidders submitting their bid as Start-up: In case Start-up bidder has successfully executed Purchase Order placed by ONGC/OIL/IOCL/HPCL/BPCL/GAIL for 15M Frac tree/ X-mas tree of same size or higher size and same capacity or higher capacity and the material supplied has been used in field satisfactorily, then such Start-up bidders will be considered meeting experience criteria as per BEC Clause B.1.2(a) and B.1.2(b). In this regard, bidder shall submit copy of purchase order/contract along with supporting document towards having used the material satisfactorily in the fields.</p>		

	<p>The above relaxation is subject to submission of documents as mentioned below: If bidder is a Start-up (Definition of "Startup" shall be as per Gazette Notification G.S.R. 127(E) dated 19.02.2019 (as amended) of Govt of India) and willing to avail the relaxations as stipulated above, then they should submit the following documents: (i) Registration Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT), earlier known as Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce, certified by Startup Director/Partner. (ii) A declaration from the Directors/Partner of the start-up stating that bid is submitted by Start-up as Manufacturer of the quoted item (in case of procurement of Goods)/ Provider of quoted services (in case of procurement of services) and not as a trader/dealer/distributor.</p> <p>Such documents should have been issued on or before originally scheduled date of opening of the techno-commercial bid.</p>		
B.1.3	<p>In case the bid is from manufacturer then the manufacturer should have valid API 6A authorization for manufacturing 15M Frac tree/X-mas tree and documentary evidence thereof should be submitted along with techno-commercial bid. Bid received from Non-API manufacturers shall be rejected.</p> <p>a) Manufacturer should submit a list of companies to whom they have supplied 15M Frac tree/ X-mas tree indicating size, quantity, name of customers and year of supply along with documentary evidence to satisfy BEC clause B.1.2 (a) & (b).</p> <p>The bidder should also submit the enclosed format at 'Appendix-VII' duly filled for the purpose of experience verification.</p> <p>In case the bidder is not a manufacturer, then the bidder is required to submit above documents of the concerned manufacturer (having supplied such items either by manufacturer himself or his distributor), along with the techno-commercial bid.</p>		
B.1.4	<p>Bidder should submit undertakings as hereunder (In case bidder is not the manufacturer, such undertaking shall be obtained by the bidder from the manufacturer and submitted along with techno commercial bid):</p> <p>(a) To ensure the validity of API authorization during the currency of the contract. In case the API certificate is under renewal the bidder should furnish a letter from API along with techno-commercial bid to the effect that renewal of certificate is under examination/process and the bidder is authorized to use API monogram till renewal certificate is issued.</p> <p>(b) That the 15M Frac tree and associated accessories, if applicable shall bear API monogram in accordance to API 6A standards (latest edition).</p>		

	<p>(c) That Manufacturer has the required facilities for testing of quoted 15M Frac tree and associated accessories as per ONGC's Scope of Inspection at their premises.</p> <p>d) That the manufacturer would agree to Inspection by Third Party Inspection agency, or any agency nominated by ONGC at ONGC's option.</p> <p>(e) That the Inspection of 15M Frac tree and associated accessories will be carried out at manufacturer's premises as per API 6A standards (Latest Edition) and tendered Quality Assurance Plan by ONGC QAD or any of the TPI agency nominated by ONGC at ONGC's cost. The Inspection report shall be submitted along with shipping documents.</p> <p>(f) Bidder to confirm that after NOA bidder will convey to ONGC the production schedule within 15 Days from the date of NOA so that ONGC can deploy the ONGC QAD or TPI agency to carry out inspection at manufacturers premises.</p> <p>(g) All the activities mentioned in the QAP provided in tender documents are acceptable without any deviation.</p>		
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Tender No	Technical bid Opening Date-
1	2023-07-10
2	2023-07-10
3	2023-07-10
4	2023-07-10
5	2023-07-10
6	2023-07-10
7	2023-07-10
8	2023-07-10
9	2023-07-10
10	2023-07-10
11	2023-07-10
12	2023-07-10
13	2023-07-10
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16	2023-07-10
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98	2023-07-10
99	2023-07-10
100	2023-07-10

Date of documents should be before 3 (three) years from Tender opening Date

[illegible]

Date of documents should be within 10 (ten) years prior to Tender opening Date

[illegible]

(To be executed on plain paper and applicable for all tenders of value above Rs.1 Crore)

INTEGRITY PACT

Between

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

and

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

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **"Supply of 15M Frac Tree for the year 2025-26"** ("the Contract"). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 Commitments of the Principal

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

- a. No employee of the Principal, personally or through relatives or any other person, will in connection with the tender, or for the execution of the Contract, demand, promise or accept for himself/herself or any third person, any material or immaterial benefit which he/she is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidders the same information and will not provide to any bidder additional/confidential information through which the bidder could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.



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

Section 2

Commitments of the Bidder/ contractor

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

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

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



Section 3

Disqualification from tender process and exclusion from future contracts

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

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

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

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

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

Section 4

Compensation for Damages

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

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



Section 5

Previous transgression

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

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

Section 6

Equal treatment of all Bidders / Contractors / Subcontractors

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

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

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

Section 7

Criminal charges against violating Bidders/Contractors/Subcontractors

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

Section 8

Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor 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/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/Contractor. The Bidder/Contractor will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the documents/ records/ information of the Bidder/Contractor/ Subcontractor with confidentiality.

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

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

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

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

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



**Section 9
Pact Duration**

- (1) This Pact comes into force when both parties have signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.
- (2) If any claim is made / lodged during the aforesaid duration, the same shall continue to be valid despite the lapse of this pact as specified above, till it is discharged / determined by Chairperson of the Board of the Principal.

**Section 10
Other provisions**

- (1) This Pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable to any issue / dispute arising under this Pact.
- (2) If the Contractor is a partnership or a consortium, this Pact must be signed by all partners or consortium members.
- (3) If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like warranty/ guarantee etc. shall be outside the purview of IEM.

For the Principal

नीरज कुमार शुक्ल / Neeraj Kumar Shukla
उप महाप्रबन्धक (सा.प्र.) / Dy. General Manager (MM)
Central Procurement Department
ऑयल एण्ड नेचुरल गैस कॉरपोरेशन लिमिटेड
Oil and Natural Gas Corporation Ltd
स्कोप मीनार, दिल्ली-110092 / Scope Minar, Delhi-110092

For the Bidder / Contractor

Place Delhi

Witness 1 : _____

Date 11/02/2025

Witness 2 : _____

Additional Terms and Conditions

1) Details of Tender: -Scope of Supply For Frac Tree for FY 2025-26.

Consolidated Requirement of Frac Tree for FY 2025-26 for Well Services-Rajamundry					
Group/Schedule	S. No	EDP No	Description of well head equipment	UOM	Qty
Group1/Schedule1	Item 01	160000365	7-1/16" x 5-1/8" x 5-1/8" -15M Frac Tree	NO	1
	Item 02	160000366	7-1/16" x 5-1/8" 15M Bonnet flange with Nut & Bolts and Ring Gaskets	NO	1
	Item 03	060000294	3-1/16"-15M x 2-9/16"-15M change over flange with Nut and Bolts and Ring Gaskets	NO	2
	Item 04	060000481	3-1/16"-15M x 2-9/16"-10M change over flange with Nut and Bolts and Ring Gaskets	No	2
	Item 05	150006073	4-1/16"-15M x 4-1/16"-10M change over flange with Nut and Bolts and Ring Gaskets	No	2
	Item 06	060000483	3-1/16"-15M x 3-1/16"-10M change over flange with Nut and Bolts and Ring Gaskets	No	2
	Item 07	060000486	4-1/16"-15M x 3-1/16"-15M change over flange with Nut and Bolts and Ring Gaskets	No	2
	Item 08	150009957	5-1/8"-15M x 4-1/16"-15M change over flange with Nut and Bolts and Ring Gaskets	NO	2
	Item 09	150009955	7-1/16"-10M x 7-1/16"-15M Change over spool with Nut & Bolts and Ring Gaskets	NO	1
	Item 10	150007673	2-9/16"-15M x 2-9/16"-10M Change over spool with Nut & Bolts and Ring Gaskets	NO	1
Total				No	16
2	Area of Use (PEL/ML or Non PEL/ML)	<p>PEL/ML [EC to be issued]</p> <p>Note-Vendor shall send the Proforma invoice to NTA-Delhi after placement of GeM Contract through Email (amola_virendra@ongc.co.in). The Proforma Invoice has to be in line with GeM Contract. Delay in providing the correct /accurate Proforma invoice shall be on vendor's account. ONGC to arrange EC (essentiality certificate) within 30 days of date of receiving of correct Proforma invoice. ONGC to send the scan copy EC through Email to vendor. No LD shall be applicable for delay in providing EC (exceeding 30 days) by ONGC to vendor. Date of e mail correspondence shall be treated as date of request/ receipt of EC. Material is only to be dispatched only after receiving of ECIN number".</p>			

3	Delivery Period	Delivery Period: Delivery shall be in Single Lot. The materials is to be delivered within 36 weeks from date of NOA. The supply shall be in one lot only.
4	Installation & Commissioning and Testing	Not Applicable
5	Pre bid Conference	Not Applicable
6	Splitiability of Tender quantity	No.
7	Payment terms	100% payment subject to prior satisfactory inspection and proof of dispatch of complete item in single lot. Payment shall be released after acceptance of material at respective ultimate consignee in good condition against receipt of satisfactory inspection report conforming to GeM Contract specifications issued by ONGC.
8	Evaluation Methodology	Total Value wise (Bidder to quote for all the 16 Items)
9	Inspection Authority	QAD
10	Unloading Charges	Unloading at consignee location store is proposed to be in ONGC scope and loading at supplier end along with transportation to ONGC consignee location will be in the scope of supplier, for the instant case.
11	Steel Policy & HSN Code	Not Applicable
12	PP MSE	Applicable, but Tender quantity is Non-splitable.
13	PP MII	Applicable, but Tender quantity is Non-splitable.
14	Is procurement reserved for Class I bidder	No.

2) **Delivery Schedule:**

Material shall be supplied on FOR destination basis within following days from the date of award of GeM contract as detailed below.

The materials is to be delivered within 36 weeks from date of NOA. The supply shall be in one lot only.

Consignee Details :-

WorkCentre	Plant Code	Address	GSTIN	Consignee Code
WS - Rajahmundry	41W1	I/c Receipt, Narsapur Stores, Temple Land, West Godavari Distt., Narsapur, Andhra Pradesh - 534275	37AAACO1598A1ZM	23808

Evaluation Methodology: Bids will be evaluated on Total Value wise on FOR destination basis. Quoted FOR Destination price should be inclusive of all taxes & duties and all other charges. The price format as per GeM portal shall be applicable in this tender. Bidder to quote for all the 16 Items i.e. full quantity of Schedule1

3) Dispute Resolution Mechanism (Applicable for Domestic Procurement)**3.1 Notice of Dispute and Amicable Settlement**

- 3.1.1** In the event of any difference/dispute between the parties to the contract arising out of or in connection with the contract, the concerned party shall send a **Notice of Dispute** specifying all points of disputes / issues, the amounts of any quantified claims, and, to the extent possible, an estimate of the monetary value of any other claims, along with the supporting document(s) to the other party under the contract.
- 3.1.2** After receipt of a Notice of Dispute under Clause 3.1.1 above, the parties shall in good faith, make all reasonable efforts to arrive at a mutually acceptable resolution to the disputes raised in the Notice of Dispute in a formal meeting(s) between authorized representatives of the parties.
- 3.1.3** Parties agree that any effort by either party for arriving at the mutually acceptable resolution of the disputes is to be kept confidential by both Parties. Parties also agree to not rely upon any views expressed, admissions or suggestions made, or willingness to enter into a settlement by either party as evidence in any forum / arbitration / court proceeding.
- 3.1.4** Parties agree that neither party shall be entitled to any claim or compensation for any consequential, indirect or special losses/damages, including loss of profit, loss of production, loss of use, loss of goodwill, loss of reputation, remote damages, loss of business opportunities, loss of employment opportunities, loss of interest including any pre-reference or *pendente-lite* interest, idling costs of men and machinery, prolongation costs etc., on account of any dispute/ claim raised under the contract. Parties agree that claim for any such amount shall not be considered and shall be void.
- 3.1.5** In case the parties fail to amicably resolve the disputes between them within **60 days** of receipt of Notice of Dispute sent under Clause 3.1.1 above, the following provisions of Clause 3 mentioned below, as applicable, shall follow.

3.2 Mediation/Conciliation**3.2.1 For Disputes above Rs 10 Lakh - through Outside Expert Council (OEC)**

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

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

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

3.3.1 The provisions under Clause 3.3 of the Contract shall be applicable only for disputes with a claim amount of more than Rs. 25 lakh and less than Rs. 10 crore. For the purposes of determining the applicability of this clause, the claim amount shall include any previous claim(s) referred to Arbitration under the Contract and the value of such cumulative claim(s) shall be restricted to Rs. 10 crore only.

3.3.2 In case of failure to resolve a dispute amicably through amicable settlement / mediation / conciliation under the provisions of Clauses 3.1 and 3.2 above, either party may, subject to the provision under Clause 3.3.1 above, refer the said dispute for resolution through Arbitration under the administration of ‘India International Arbitration Centre’ (“**IIAC**”), established by an Act of the Parliament, i.e., the India International Arbitration Centre Act, 2019, in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations (“**IIAC Regulations**”) for the time being in force, including any subsequent modifications and amendments thereof, which regulations are deemed to be incorporated by reference in this clause, to the extent these regulations are not inconsistent with this clause.

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

- (i) For claim amount upto Rs. 2 crore, by a Sole Arbitrator, to be appointed by the Chairman, IIAC, in accordance with the IIAC Regulations. It is clarified that only a Retired Judge shall be eligible to be appointed as a Sole Arbitrator under this clause, and
- (ii) For claim amount above Rs. 2 crore, by a Tribunal of three arbitrators comprised of Retired Judges. Parties to nominate one arbitrator each and the two co-arbitrators shall nominate the presiding arbitrator in accordance with the IIAC Regulations.
Any arbitrator appointed under sub-clauses (i) and (ii) above that is not a member of the panel of arbitrators maintained by IIAC shall submit a declaration to abide by and conduct the arbitration proceedings in accordance with the IIAC Regulations.

3.3.4 The seat of Arbitration shall be at Delhi.

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

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

3.3.6 The necessary arrangements for venue of arbitration proceedings, travel and stay of arbitrators, etc. shall be made by the Contractor. The total cost of Arbitration proceedings including all expenses incurred in relation thereto shall be shared equally by the parties.

3.4 Dispute resolution (*in case of disputes between Govt. entities/public sector enterprises*) through AMRCD

3.4.1 The provision under Clause 3.4 is applicable only for settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) and Government Department(s)/Organizations(s).

3.4.2 Before referring any dispute for adjudication through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), the parties undertake to make all efforts in good faith to resolve their differences/disputes amicably amongst themselves, through respective Internal Committees consisting of authorized officers of each party. If such dispute or difference cannot be resolved mutually between the parties, the same may be referred to the AMRCD. [In this regard, ONGC has set up an Internal Fast-track Resolution Committee (IFRC), which is empowered to negotiate with the concerned CPSEs/Govt. entities for resolving the differences amicably].

3.4.3 Subject to the provision under 3.4.2 above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 (as revised time to time) and the decision of AMRCD on the said dispute will be binding on both the parties.

3.5 Adjudication by Courts

3.5.1 Any dispute not resolved or not covered under the provisions of Clauses 3.1, 3.2, 3.3 above may be referred for final adjudication by the court

4) No pre-bid conference shall be held.

5) **LD applicability:** LD will be applicable as per the General terms and conditions of GeM.

6) Other GeM standard terms & Conditions are to be followed.

7) Purchase preference to MSE is applicable

8) Integrity Pact: Integrity Pact will be applicable. All pages of integrity pact are required to be signed by the bidder.

The current panel of IEMs appointed in ONGC is as under:

i) Vice Admiral (Retd.) Arun Kumar Bahl (arunkbahl@gmail.com)

ii) Shri Vijay Kumar Singh, IPS (Retd.) (vijaykumarsingh@hotmail.com)

iii) Sh. Arvinda Kumar, IPS(Retd.), Former Vigilance Commissioner (arvindak@gmail.com)

Please note that bidder should not send pre bid queries/clarifications or any other tender related queries to IEMs.

9) Purchase Preference to Make in India is applicable.

Undertaking is required from the bidders in respect of PP - Make in India in the instant tender.

Bidders (Class-I local suppliers and Class-II local suppliers) shall furnish following certificates from the authorized signatory from the bidder on their letter head along with their bid:

(Applicable in case of Class-I local supplier)

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. equal to or more than 50% for qualifying as 'Class-I local supplier' as per the Make in India policy, for claiming purchase preference under the Make in India policy against GeM Bid. No. Dated: 00.00.2024. The percentage of local content in the bid is _____%."

Details of locations at which the local value addition is made are as under:

**It may please be noted that if any of the declaration given above pertaining to Local Content is found false, necessary action as per applicable Government notification on MII policy shall be initiated against them.*

(Applicable in case of Class-II local supplier)

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. more than or equal to 20% but less than 50% for qualifying as 'Class-II local supplier' as per the Make in India policy for participating against GeM Bid. No. Dated: 00.00.2024. The percentage of local content in the bid is _____%."

Details of locations at which the local value addition is made are as under:

**It may please be noted that if any of the declaration given above pertaining to Local Content is found false, necessary action as per applicable Government notification on MII policy shall be initiated against them.*

10) Inspection shall be carried out by QAD, ONGC.

11) Unloading of materials at consignee location is to be kept in the scope of ONGC. Accordingly, the GeM GTC and other similar conditions in this regard stands modified.

12) Bids will be evaluated Total Value basis on FOR destination basis. Quoted FOR Destination price should be inclusive of all taxes & duties and all other charges. The price format as per GeM portal shall be applicable in this tender.

13) ONGC Payment Terms and Payment Authority:-

In view of creation of Shared Finance Services (SFS), Centre at Noida, the following clause incorporated as payment terms:

- i. Payment shall be processed by SFS Center, Noida.
- ii. 100% payment will be made after delivery of full quantity of the ordered materials at ONGC supply base as per consignee list against the GeM Contract subject to prior satisfactory inspection and proof of despatch/receipt of equipment in complete. Payment shall be released after acceptance of material at respective ultimate consignee in good condition against receipt of satisfactory inspection report conforming to GeM Contract specifications issued by ONGC.
- iii. Submission of Invoices on VIMS Portal (<https://www.vims.ongc.co.in/>) (Successful bidder i.e. seller are to ensure submission of e-invoice in terms of GST Law or the digitally signed invoice only.)
 - a) Tax Invoice (Original and duplicate) issued under relevant GST legislations/ rules indicating rates and amount of various taxes/ duties shown separately, etc.
 - b) Proof of delivery (i.e. GCN/LR/Delivery Challan, duly acknowledged by the consignee, for receipt of material.
 - c) QCC and Test Report (if any) for satisfactory inspection
 - d) Warranty/ Guarantee Certificate.
 - e) Copy of the e-way bill / e-way bill number (EBN) (Wherever applicable)

Note:

- i. Bidder who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice which will have GSTIN of supplier as well as ONGC.
- ii. In case of purchase of goods from GST Registered Supplier/transporter or as per e-way bill rules, on FOR destination basis, e-Way bill shall be generated by the supplier. However, in case of purchases from Unregistered Supplier, ONGC would generate e-Way Bill.

Documents wherever applicable shall also be invariably submitted by supplier along with supply:

1. Copy of Tax Invoice
2. Proof of dispatch (RR/GCN/LR/e-way bill etc.).
3. Copy of the e-way bill / e-way bill number (Wherever applicable)
4. QCC for satisfactory inspection.

Supplier in their own interest are advised to timely provide all requisite documents to enable ONGC for timely payment.

- iii. A work-flow based Vendor Invoice Management System has implemented, which is an end-to-end scan-to-post invoicing automation system. Its main feature is OCR, which reads and captures data from the vendor invoices automatically and submit them for further processing in our system to desired location/concerned user in ONGC.
- iv. Payment Authority/Bills to be raised in the name of I/c Finance of concerned consignee. Payment will be made from SFS Center, Noida only. No payment will be made from CPD or workcentres.

Since the supply is designated for specified work centers of ONGC, both the 'Bill to' and 'Ship to' locations shall correspond to the location of the specified work-center of ONGC. Consequently, the vendors are required to mention the GST Registration of the specified work center of ONGC when issuing invoices or any other relevant documents, in adherence to the statutory provisions.

v. Each invoice shall bear the following certificate.

"The material covered in this invoice has passed test and inspection and conforms in every way to the contract specifications. The invoice is correct in every particular and no other invoice except proforma invoice has been tendered previously in respect of material charged for."

- vi. Any statutory deviation (both plus and minus) in the rate of GST/ excise duty/ sales tax/customs duty within the contractual delivery/completion period will be to the account of ONGC.
- vii. Any increase in GST/ custom duty during extended period of the contract / supply order will be to SUPPLIER's / contractor's account where such an extension in delivery of the material / completion of the project was on the request of SUPPLIER/ contractor. However, any decrease in GST/ custom duty during extended period of the contract/ supply order will be to the account of ONGC
- viii. Invoices alongwith supporting documents can be submitted/ uploaded through VIMS Portal (<https://vims.ongc.co.in/>), which would be 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 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 any of the following way:-
- 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.
 - 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.

Supplier in their own interest are advised to timely provide all requisite documents to enable ONGC for timely payment.

Supplier shall upload complete set of non-negotiable documents (scanned copy of documents submitted to bank for payment) either at VIMS (Vendor Invoice Management System) portal (<https://vims.ongc.co.in>) or send to e-mail address (to be mentioned by work center) specially created for invoice receipt in VIMS and also to email id of Order Placing Authority, Indentor, Ultimate Consignee, and Finance & Accounts authority mentioned in PO within two days from the date of LR/RR.

Payment Authority:

- i) Payment Authority/Bills to be raised in the name of: “ONGC Ltd., (Concerned work centre name)”. Payment will be made from SFS Center, Noida only. No payment will be made from CPD or workcentres.

Since the supply is designated for specified work centers of ONGC, both the 'Bill to' and 'Ship to' locations shall correspond to the location of the specified work-center of ONGC. Consequently, the vendors are required to mention the GST Registration of the specified work center of ONGC when issuing invoices or any other relevant documents, in adherence to the statutory provisions.

- ii) Submission of Invoices on VIMS Portal (<https://www.vims.ongc.co.in/>)

Supplier shall upload complete set of documents at VIMS (Vendor Invoice Management System) portal (<https://vims.ongc.co.in>) against respective consignees within two days from the date of LR/RR.

14) Address for Correspondence: Office of Head-CMG, CPD, Oil and Natural Gas Corporation Limited, 8th Floor, Core 4, Scope Minar, Laxmi Nagar New Delhi – 110092 (India)

15) Communication details of Tender Processing Group:

- 1. Sh. Neeraj Shukla, DGM (MM)
Tel no. 011 2240 6842
Mb No: 09969223656
Email id: shukla_nk@ongc.co.in
- 2. Sh. Vishal Kumar, SE (Mech)
Tel no. 011 2240 6867
Mb No: 09435744833
Email id: kumar_vishal@ongc.co.in

16) Bidder shall submit contact Details and authorised representative details for communication. Manufacturer address and its contact details shall also be submitted.

17) **Undertaking regarding Land Border Sharing** as per the restriction under rule 144 (XI) of General Financial Rule (GFRs) 2017 as under:

"I (Name of the bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

18) **Declaration on not being under banning orders issued by ONGC:-**

Following undertaking is sought from all the participating bidders:-

Ref: GeM Bid No. for Procurement of

We, M/s ----- hereby declare that neither the our company , 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.

19) Bidders are required to furnish following undertaking on the company's letter head and duly signed by the signatory of the bid as under :

We, M/s ----- (Name of bidder) hereby declare that all the documents/ certificates/ information submitted in the bid against the tender are genuine.

.....
Authorised Signatory of The Bidder

*Place
Date*

20) **EMD Details:** All terms and conditions with regard to submission of EMD including the categories of Sellers exempted from furnishing the EMD shall be as per General terms and conditions available on GeM Portal. Bidder can also submit EMD/Bid security Payment through NEFT/RTGS with the following Bank details:

Beneficiary Account Name	Oil and Natural Gas Corporation Limited
Bank Name	State bank of India
Branch	State Bank of India, Corporate Accounts Group-II, Gole Market New Delhi 110 001
Bank Account No	30523059388
IFSC Code	SBIN0017313
SWIFT Code	SBININBB824
Account Type	CC

21) The EMD details of tendered items are tabulated as below:

EMD for SCHEDULE 1/GROUP 1	2,41,000.00 (INR)
Validity of EMD (in days)	120 days from the date of Tender closing/opening

22) **Performance Security/ PBG/ SD @ 3% of order value.**

The provisions on type of instrument/ format/submission time/ exemption/ validity/ return / forfeiture etc. as applicable on GeM portal in respect to Earnest money Deposit/Bid Security/ PBG/ Performance Security/ Security Deposit shall be applicable.

Bidder can also submit PBG/ Performance Security/ Security Deposit through NEFT/RTGS with the following Bank details.

Beneficiary Account Name	Oil and Natural Gas Corporation Limited
Bank Name	State bank of India
Branch	State Bank of India, Corporate Accounts Group-II, Gole Market New Delhi 110 001
Bank Account No	30523059388
IFSC Code	SBIN0017313
SWIFT Code	SBININBB824
Account Type	CC

The validity of PBG shall be obtained for 60 days beyond delivery period/completion period, as below:

The validity of PBG shall be 44 weeks from the date of placement of GeM Contract/Order.

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

(i)	PAN	AAACO1598A
(ii)	Name	Oil and Natural Gas Corporation Limited
(iii)	Date of Incorporation	23.06.1993
(iv)	Email ID	ebg@ongc.co.in
(v)	Contact No.	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

Bank details for e-BG is as under:

i)	Beneficiary Account Name	Oil and Natural Gas Corporation Limited
ii)	Bank Name	State bank of India
iii)	Branch	CAG Delhi,
iv)	Branch Code	17313
v)	Bank Account No	42559953079.
vi)	IFSC Code	SBIN0017313
vii)	SWIFT Code	SBININBB824
viii)	Account Type	CC

24) Bid validity: 90 days bid validity from the date of opening of Bid.

25) Bid to RA: Applicable

26) 5 days' time will be provided to bidders for submitting their response of clarifications from participating bidders after bid opening.

27) Issuance of Essentiality certificate:

Vendor shall send the Proforma invoice to NTA-Delhi after placement of GeM Contract through Email (amola_virendra@ongc.co.in). The Proforma Invoice has to be in line with GeM Contract. Delay in providing the correct /accurate Proforma invoice shall be on vendor's account. ONGC to arrange EC (essentiality certificate) within 30 days of date of receiving of correct Proforma invoice. ONGC to send the scan copy EC through Email to vendor. No LD shall be applicable for delay in providing EC (exceeding 30 days) by ONGC to vendor. Date of e mail correspondence shall be treated as date of request/ receipt of EC. Material is only to be dispatched only after receiving of ECIN number”.

Consignee	Plant Code	Address	GSTIN	Consignee Code
WS - Rajahmundry	41W1	I/c Receipt, Narsapur Stores, Temple Land, West Godavari Distt., Narsapur, Andhra Pradesh - 534275	37AAACO1598A1ZM	23808

28) PURCHASE PREFERENCE POLICY(IES) : PP MSE: Applicable

PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES POSSESSING VALID UDYAM REGISTRATION CERTIFICATE AS NOTIFIED VIDE GAZETTE NOTIFICATION NO. S.O. 2119(E) DATED 26.06.2020 (AS

AMENDED) ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. (Tender quantity is not splittable).

Purchase preference to MSE is applicable. Purchase preference policies as implemented on the GeM portal shall be followed for the instant case. Since the tender quantities are non splittable, 100% quantity to be award to eligible MSE vendor, if eligible MSE vendor is falling within the price range of L1+15%, subject to price matching of L-I bidder. In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

29) PURCHASE PREFERENCE POLICY(IES) : PP MII: Applicable: (Tender quantity is Non-splittable)

30) Applicability of Domestically manufactured Iron & Steel (DMI&SP) policy: No

31) Banning of Business dealings with erring Firms including provisional Suspension

1) Policy for Banning of Business dealings with erring Firms including provisional Suspension:

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

2) Putting supplier on provisional suspension /banning due to cancellation of purchase order:

In case of cancellation of the purchase order(s) on account of delay in execution of the order or non-execution of the order and /or annulment of the award due to non-submission of Performance Security or termination of contract on account insolvency of the firm, actions as per ONGC's "Policy for Banning/ provisional Suspension of Business dealings with erring Firms" shall be taken against the Supplier. Aforesaid policy is available at ONGC <https://tenders.ongc.co.in> and <https://ongcindia.com>.

3) Submission of forged documents:

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

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

Aforesaid policy is available at ONGC portals <https://tenders.ongc.co.in> and <https://ongcindia.com>

4) Declaration on not being under banning orders issued by ONGC:

Bidder to submit Declaration on not being under banning orders as per proforma given at Annexure-C1, C2 and C3 as follows:

Annexure-C1

UNDERTAKING ON ACCEPTANCE OF ONGC's 'Policy for Banning/provisional Suspension of Business dealings with erring Firms'

(To be submitted on Bidder's/Firm's Letterhead)

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

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

(Bidder/Authorized signatory of Bidder)
Seal:

Date:

Place:

Annexure-C2

UNDERTAKING ON CURRENTLY NOT SERVING ANY BANNING ORDER (S) ISSUED BY ONGC

(To be submitted on Bidder's/Firm's Letterhead)

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

- 1) That I _____ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder/Firm.
- 2) That _____ (Name of the Bidder/Firm) is desirous of submitting its bid against tender no _____ dated _____ for _____ item / works (Name of tender).

3) That _____ (Name of the Bidder/Firm) hereby undertakes as under:

- i. That neither the Bidder/Firm itself, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving Banning order issued by ONGC debarring them from carrying on business dealings with ONGC.
- ii. That Bidder/Firm is not eligible to submit its bid in the tender of ONGC, directly or indirectly with any Joint Venture/Consortium/Partnership with any other bidder etc., which is currently serving Banning order of business dealings with ONGC.

4) **I disclose the following allied concern(s), partner, or associate(s) or director (s) or proprietor(s) involved in any capacity in terms of the definition of allied Firms given in "Policy for Banning/provisional Suspension of Business dealings with erring Firms":**

Sl. No.	Name	Address	PAN No. (If allotted)	GST No. (If allotted)	Vendor Code in ONGC (if available)

(Bidder/Authorized signatory of Bidder)

Seal:

Date:

Place:

Annexure-C3

UNDERTAKING ON CURRENTLY NOT SERVING ANY SUSPENSION ORDER(S) ISSUED BY ONGC

(To be submitted on Bidder's/Firm's Letterhead)

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

That I _____ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder.

That _____ (Name of the Bidder/Firm) is desirous of submitting its bid against tender no _____ dated _____ for _____ item / works (Name of tender).

That _____ (Name of the Bidder/Firm) hereby undertakes as under:

- i. That neither the Bidder/ the Bidder/Firm is not currently serving Suspension order of business dealings with ONGC, pending enquiry of banning process business.
- ii. Firm is not eligible to submit its bid in the tender of ONGC, directly or indirectly through any Joint Venture/Consortium/Partnership with any other bidder etc., which is currently serving Suspension order of business dealings with ONGC, pending enquiry of banning process.

(Bidder/Authorized signatory of Bidder)

Seal:

Date:

Place

