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PART-III

LIST OF APPENDICES

for

**Pipeline Laying Project (PLP)
Tender No. ZW1PC26001**


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APPENDIX A - 1

PROFORMA FOR TENDER LETTER

Attn: Head CPD
ONGC Ltd.
15th floor, Maker Tower-E
Cuffe Parade,
Mumbai - 400005
India

Sub:

Gentlemen:

We, the undersigned, have considered and complied with the "Instructions to Bidders" and have accepted the terms stipulated in the Bidding Documents for the Surveys (pre-engineering, pre-construction/pre-installation and post-installation) Design, Engineering, Procurement, Fabrication, Load out, Tie down / Sea fastening, Tow-out / Sail-out, Transportation, Dismantling/Removal and disposal of old unserviceable materials/ items, Installation, Hook-up, Pre-comm. And commissioning (wherever applicable) of entire facilities and make ready for use the facilities such as they meet the specific description of various facilities and the design requirements for **"Pipeline Laying Project"** Also we have familiarized ourselves with the marine seabed, land surface and subsurface, Metrological, Oceanographic, Climatological and Environmental conditions, which may exist in the installation area. In full cognizance and compliance with these aforesaid conditions and the regulations of local government authorities, we the undersigned do hereby offer for Surveys (pre-engineering, pre-construction/pre-installation and post-installation) Design, Engineering, Procurement, Fabrication, Load out, Tie down / Sea fastening, Tow-out / Sail-out, Transportation, Dismantling/Removal and disposal of old unserviceable materials/ items, Installation, Hook-up, Pre-comm. And commissioning (wherever applicable) of entire facilities for **"Pipeline Laying Project"** for which we have tendered. The Work covered under the Tender shall be completed to the entire satisfaction of yourselves or your representative in conformity with the Construction Schedule and Bidding Documents at the prices and Schedule of Rates accompanying this Tender.

It is a term of our offer that the Works shall be handed over installed, hooked-up, tested, pre-commissioned, commissioned (wherever applicable) not later than the completion dates as indicated in GCC Clause 6.3.1.

This shall be the essence of the Contract between us.

We further agree and stipulate as follows:

1. Until the final CONTRACT DOCUMENTS are prepared and executed the Bidding Documents together with this Tender, modifications, additions, deletions agreed with the Company and your written acceptance thereof, shall constitute a binding Contract between us, upon terms contained in aforesaid documents and the Price Schedules accompanying the Bid.
2. That the Company will not supply any material (unless specifically brought out in the bidding documents). In all respects we shall be fully self-sufficient in the performance of the Work.
3. We understand that you are not bound to accept the lowest of the Bid you may receive.
4. We shall be prepared to commence the execution of the Work and to complete the overall Works by completion dates as indicated in GCC Clause 6.3.1 in accordance with the Time Schedule (or revised time schedule if amended), which has been provided. We agree that this Time Schedule and its beginning and completion dates for the Work are of the essence of our Agreement.

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5. We attach our description of Construction method and our Time Schedule. We understand that Company's agreement to all of these, notwithstanding Company giving us a written acceptance as contemplated by paragraph (1) above, a condition precedent to the conclusion of a binding agreement.
6. We also enclose the following with this letter:
 - a) All information required to Bidder's Bid as per Section 11.0 of Part-I.
 - b) Proposal and Schedule of Prices as given in Appendix A-2 and A-3 duly completed
7. We agree to keep the Bid valid for acceptance for a period of **120 days** from the **date of Opening of Unpriced Techno-contractual bids** (hereinafter referred to as validity period) and the Bid shall not be withdrawn on or after the opening of Bidding till the expiration of the validity period or, any extension thereof.

We also undertake not to vary/modify the Bid during the validity period or any extension thereof.

The Company and We agree that the Notice Inviting Bids and Bidding Documents downloaded after registration by the Tenderer on the e-portal by the Tenderer constitute an offer made on the condition that the Bid shall be kept open for a period of **120 days** after the opening of Unpriced Techno-contractual bids including the day on which the Unpriced Techno-contractual bids are opened. And the making of the Tender shall be regarded as an unconditional and absolute acceptance of this condition contained in Notice Inviting Bids and Bidding Documents purchased by the Tenderer. Both Company and We further agree that the Contract consisting of the Notice Inviting Bids and Bidding Documents as the offer and making of Bid by us as the acceptance shall be separate and distinct from the contract which will come into existence when Bid is accepted by Company. The consideration for this separate initial contract preceding the main Contract is that the Company is not agreeable to issue the Bidding Documents to the Tenderer and to consider the bid to be made except on the condition mentioned in this clause and Tenderer has made his Bid subject to the condition and after entering into the separate contract with Company. Company promises to consider the Bid on this condition and we agree to keep the Bid open for the required period. This reciprocal promise forms the consideration for this separate initial contract between the parties.

8. We represent that we have fully satisfied ourselves as to the nature and location of the Works having in mind the general and local conditions and other factors incidental to the performance of the Works and the costs there of.
9. We further represent that from our own investigation of the Site of the Works we have fully satisfied ourselves with respect to scope of work and other conditions to be encountered in the performance of the Works and we understand and represent that any failure to acquaint ourselves in respect of these matters and the other factors and conditions as set forth shall not relieve us from any responsibility for estimating properly the difficulty and cost of successfully performing the Works.

It is recognized that you may alter the Scope of Work described, prior to notice of acceptance of Tender, and that such changes may be negotiated on the basis of the Schedule of Prices provided herewith.

10. We also acknowledge and accept that you shall not pay for any discontinuance or low Works performance rate resulting from malfunction of / or inadequacy of our equipment, instruments or personnel.
11. We agree to return you all reports and technical data provided for our use in preparing this Tender and in the subsequent conduct of the works. We undertake that we will not use the same for any other work/purpose.
12. We further represent that we have familiarized ourselves with all the terms and provisions of the various parts of the Bidding Documents and that in making our Tender, we do not rely upon any representation made by any agent or employee of yourselves in respect of the terms of the Bidding Documents or the nature of the performance of the Works.

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13. We submit this Bid with the full understanding that our offer fully complies with the Bidding Documents requirement and that no deviation/exception to the Bidding Documents have been taken by us. We also agree that in case we have taken any exceptions/ deviations to the Bidding Documents, the Company will be free to reject our offer on account of such exceptions/deviations.

DATED this day of 2026

Signature

In the capacity of

Duly authorized to sign Tenders for and on behalf of
(Name & Address)

Witness

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**Appendix A-2
PROFORMA FOR PROPOSAL**

We, _____ the Bidder, propose to the Oil and Natural Gas Corporation Limited of India, that we shall carry out the whole of the Works involved in connection with Western Offshore Clamp On Project as indicated in the Bidding Documents (Tender No. ZW1PC26001), including but not limited to:

- a) Pre-engineering survey
- b) Design, Engineering
- c) Procurement
- d) Fabrication
- e) Load-out, Tie-down / Sea Fastening
- f) Tow-out / Sail-out and Transportation
- g) Pre-construction survey and Post-installation survey
- h) Dismantling, Disposal, including mobilization and demobilization of all personnel, construction plant and equipment, etc. as applicable
- i) Installation of clamp on structure with jacket strengthening as applicable, including mobilization and demobilization of all personnel, construction plant and equipment, etc.
- j) Insurance
 - i) In-transit property
 - ii) Contractor's all risk
 - iii) Other Insurance as specified in General Conditions of Contract Part-II, Section 7.3.6.

The Total Lumpsum price for completion of Works as defined in the Bidding Documents, as also indicated in Appendix A-3, shall be in _____ **(State Currency only in the Unpriced Bid)**

Dated this _____ day of _____ 2026

For and on behalf of _____ (Name of Contractor)

Address of Head Office:

Signature

Name

Position held


Witnesses

1) Signature

Name

Position held

2) Signature

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Name

Position held

Affix Stamp (or seal) here

- Note:
- 1) The lumpsum price shown in Appendix A-2 and Appendix A-3 should be same.
 - 2) **The bidder to ensure that his unpriced bid does not indicate any prices in Appendix A-2. However, currency of bid must be indicated.**

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**APPENDIX A-3
PROFORMA FOR PRICE SCHEDULE**

(Refer Appendix A-3 attached separately)

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APPENDIX A-4

PROJECT KEY DATES

Bidder shall fill in the attached Proforma indicating Project Key Dates of **Pipeline Laying Project** and all other activities including riser installation and his plan to execute the Project to meet the Project Completion Date. This information shall be in addition to detailed Project Schedule and other information he is required to furnish as part of his Bid Offer. The activities indicated herein are minimum activities for which Bidder shall furnish the required information. **Bidders are encouraged to furnish more detailed information in their bid offer.**

PROJECT KEY DATES

PIPELINES

Contractor to furnish dates for following activities for each season's scope of work separately:

Sl. No. -----	Activity -----	Start Date -----	Completion Date -----
(To be filled by Bidders)			

- 1.1 PRE-ENGINEERING SURVEY
- 1.2 DETAILED DESIGN/DRAWINGS
- 1.3 DELIVERY OF MATERIALS
- 1.4 LOAD-OUT AND TIE-DOWN
- 1.5 TRANSPORTATION
- 1.6 PRE-CONSTRUCTION / PRE-INSTALLATION SURVEY
- 1.7 PIPELINES LAYING /INSTALLATION
- 1.8 FREE SPAN CORRECTION
- 1.9 CROSSING INSTALLATION
- 1.10 RISER CLAMPS/ RISERS INSTALLATION
- 1.11 RISER REPLACEMENT
- 1.12 HOOK-UP AND TESTING
- 1.13 PRE-COMMISSIONING
- 1.14 POST CONSTRUCTION SURVEY

As Built Documentation

(To be filled by Bidders)

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APPENDIX A-5

CHECK LIST

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

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

COMMERCIAL

GROUP `A' (Applicable to both foreign bidders and Indian bidders)

1. Deleted
2. Deleted
3. Deleted.
4. Deleted.

5. Whether the period of validity of the offer is as required in the Bidding Documents?

Yes ☐

No ☐

If not, mention the extent of variation:

6. Whether the offer uploaded in the e-procurement portal has been digitally signed?

Yes ☐

No ☐

If yes, indicate whether it has been signed by:

Manager /
Secretary ☐

Managing
Director ☐

Director ☐

Sole ☐

Active ☐
Procurator

Pre- Proprietor ☐

Partner ☐

All the
Partners ☐

Others ☐

(If signing as a Partner, a copy of the partnership deed and if signing as a Director, a copy of the Memorandum and Articles of Association of Corporation / Company with proper authorization in favour of the signatory must be enclosed with the offer)

7. If the bidder is seeking business with the Company for the first time, has he given the details of the parties to whom the tendered services have been provided in past, along with their Performance Report?

Yes ☐

No ☐

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8. Whether the Physical Documents is being sent in sealed cover and super scribed as "Physical Documents against e-procurement Tender Number no._____, opened on -----?
- Yes ☐ No ☐ Not applicable ☐
9. Has the Physical Documents been submitted in one original?
- Yes ☐ No ☐ Not applicable ☐
10. Is the Physical Documents being sent by registered post or proposed to be hand delivered or dropped in Tender Box?
- Registered Post ☐ Tender Box ☐ Hand Delivered ☐ Not applicable ☐
11. Has it been ensured that there are no over-writings in the Tender?
- Yes ☐ No ☐
- If no, have corrections been properly attested by the person signing the Tender?
- Yes ☐ No ☐
12. Are the pages of the Tender consecutively numbered and an indication given on the front page of the Tender as to how many pages are contained in the Tender?
- Yes ☐ No ☐
13. Has the tender been prepared in sufficient details as per requirement of A-9 and clause 11 of part-1, volume-1 so as to avoid post-tender opening clarifications / amendments?
- Yes ☐ No ☐
14. Whether all the appendices of the Bidding Documents, duly filled in, have been enclosed?
- Yes ☐ No ☐
15. Whether all the Terms and Conditions of the Bidding Document are accepted/ complied?"
- Yes ☐ No ☐
- If not, the clauses not acceptable may please be indicated below
16. Deleted.
17. Whether bidder acknowledges that suggested vendors are suitable for the works and that the equipment they supply would meet all other Contract requirements.
- Yes ☐ No ☐

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

Yes ☐

No ☐

GROUP `B' (Applicable to Indian bidders only)

1. Whether the bidder has quoted after taking into account the various incentives and concessions granted to them for supplies to the Company, like facility to import raw materials and components at concessional rate of Customs Duty, Deemed Export Benefit, Input Tax Credit, etc.?

Yes ☐

No ☐

Not Applicable ☐

GROUP `C' (Applicable to Foreign bidders only)

Deleted

TECHNICAL (Applicable to both Foreign bidders and Indian bidders)

1. Whether necessary literature / catalogue of the equipment and spare parts thereof have been attached with the offer?

Yes ☐

No ☐

2. Whether the product quoted is API approved and bears the API monogram?

Yes ☐

No ☐

Not Applicable ☐

3. Whether the proposal being offered fully conforms to the required technical specification and covers the complete scope?

Yes ☐

No ☐

If not, specify the extent of deviation and how it is suitable to the company requirements?

4. In case of spares, whether inter-changeability certificate has been enclosed?

Yes ☐

No ☐

Not Applicable ☐

5. Whether conceptual design offered by bidder is duly approved by third party agency.

Yes ☐

No ☐

Not applicable ☐

Miscellaneous (Applicable to both Foreign bidders and Indian bidders)

1. Whether the bidder is seeking benefit under Public Procurement (Preference to Make in India) (PPP-MII) as per BEC Clause C-5) b.

Yes ☐

No ☐

Not applicable ☐

2. Whether the bidder has submitted their Annual Audited Consolidated Financial Statements for previous two financial years as per notes vi of A-3 Financial Criteria of BEC?

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Yes ☐

No ☐

Not applicable ☐

3. Whether the bidder has submitted their latest Annual Audited Consolidated Financial Statements?

Yes ☐

No ☐

Not applicable ☐


(Bidder's Signature)

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APPENDIX A-6

BID EVALUATION CRITERIA (BEC)

Refer Appendix A-6 attached separately

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APPENDIX A-7

CERTIFICATE

PROFORMA FOR CERTIFICATE ON RELATIVES OF DIRECTORS OF ONGC

This has reference to our proposed contract regarding 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, we certify that to the best of my/our knowledge:

- (i) I am not a relative of any Director of ONGC ;
- (ii) 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) We are not a private company in which a Director of ONGC is a Member or Director;
- (v) 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.

Authorised Signatory of the Contracting Party

Place:

Date:

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APPENDIX A-8

Deleted

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APPENDIX A-9

Refer Appendix A-9 attached separately

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APPENDIX A-10

MILESTONE PAYMENT FORMULA

Refer Appendix A-10 attached separately.

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APPENDIX A-11

List of suggested Vendors for Major Equipment
(However vendors to meet Bid Evaluation Criteria and other Bid Specifications)

Refer Appendix A-11 Suggested Vendor List attached separately

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APPENDIX – A 12

(EVALUATION CRITERIA FOR NEW BARGES / BARGES WITHOUT TRACK RECORD)

- i. The EPC bidder shall furnish detailed technical specifications of the barges in line with the documents as per attached Annexures I, II, III & IV. Based on the technical specification/details provided, the suitability of the barge shall be evaluated by Company before mobilization, as per Contract requirements.
- ii. The bidder shall be required to submit an undertaking from his proposed installation sub-contractor (along with back-up calculations) that the proposed barge(s) can perform intended activities as per the tender document including confirmation regarding operability under environmental condition at offshore site. The installation sub-contractor shall have requisite experience of having carried out similar installation works in line with relevant Clause of BEC.
- iii. The proposed new barge shall be ready for work with all statutory clearances, on the day of submission of proposal to ONGC.
- iv. The key barge personnel (namely Barge Superintendent, Barge foreman, Rigging Foreman, Welding foreman, Anchor foreman/DP foreman, Field Engineers, Crane Operator(s) and Safety officer) associated with the installation work shall have requisite experience supported by their CV's and they will have to be deployed at site.
- v. i, ii, iii, iv as above shall be the qualification criteria for acceptance of new barge(s).
- vi. Deleted.
- vii. Proposed barge is required to fulfill all statutory requirements and meet technical as well as safety requirements. All details in this regard to be furnished along with the proposal for qualification of barges.

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Annexure-I

General information

(Common for all barges): The following details shall be required as supporting information for fulfillment of Bid technical and safety requirement:

- All statutory requirement and relevant certificates.
- All statutory requirements as per SOLAS.
- Available communication system
- Mooring/Positioning systems
- Landing facilities for helicopter (suitable for the type of helicopter)
- Details of internal/ external fire fighting and gas detection facilities

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Annexure-II

Technical information

For installation derrick barge:

- Size of barge, tonnage, dimensions i.e. LOA, breadth, depth, minimum water depth & maximum water depth, draft
- Capacity of crane vis-à-vis estimated weights of jacket/ deck/ modules to be lifted (as per lifting philosophy considered for detailed engineering - Project specific requirement).
- Type of main deck crane, auxiliary cranes
 - Rated capacity,
 - De-rated capacity,
 - Hook radius and lifting capacity of crane in fixed and revolving conditions
- Accommodation availability
- The clear deck space for working and maximum allowable deck load,
- Diving facilities as per Bid :General Conditions of Contract clause pertaining to Support Diving.
- Provision of Pile driving hammers/ equipments as well as equipments required for pile remedial works as per Bid :General Conditions of Contract clause pertaining to Pile remedial works.

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Annexure-III

Technical information

For Pipelay barge:

Deleted.

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Annexure-IV

Technical information

For Hook-up barge:

- Size of barge, tonnage, dimensions i.e. LOA, breadth, depth, minimum water depth & maximum water depth, draft
- Capacity of crane vis-à-vis weight of modules / top side extensions to be lifted,
- Type of main deck crane, auxiliary crane
 - Rated capacity,
 - De-rated capacity,
 - Hook radius and lifting capacity of crane in fixed and revolving conditions
- Accommodation availability
- The clear deck space for working and maximum allowable deck load,
- Details of Welding and NDT facilities
- Provision of mechanical/Electrical/ Instrumentation workshops

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APPENDIX – A 13

(Evaluation Criteria for new yard(s) without adequate track record)

- i. The bidder to furnish detailed technical specifications of the yard(s) in line with the documents at attached **Annexure I**. Based on these technical specifications, provided, the yard (s) suitability can be evaluated by ONGC designer/consultant.
- ii. Bidder to furnish histogram showing schedule of manpower deployment along with details regarding the source of this skilled manpower.
- iii. Bidder is to provide evidence of engaging a qualified and experienced fabricator (having acceptable fabrication yard) as his back up for the fabrication work at the yard. The backing up agency shall provide suitable evidence of his experience, through documentation of their track record commensurate to the proposed scope of work, as an acceptable fabricator.
- iv. The back-up agency to confirm and certify through relevant procedure alongwith supporting calculations and drawings, adequacy of the facilities of the yard (area, man-power histogram, fabrication equipment, testing equipments, cutting / machining equipments, cranes and lifting equipments, loading facilities including available sea front (quay wall)) for fabrication works as indicated in the tender documents. Bidder shall also get the adequacy of the proposed yard verified by one of the proposed TPI agency in the bid and submit the same along with his offer.
- v. The back-up agency shall have a long term MOU (commensurate with the project schedule) with proposed yard & give his commitment for rendering his services throughout the project duration, towards planning, supervising, quality assuring, approving all activities at yard related to the project and furnish written guarantee to ONGC regarding suitability of the yard for executing the specified fabrication yard related activities within stipulated schedule. Back up agency shall also provide lead personnel as required for Project Management, Planning, Structural, Mechanical, Piping, Rotary Equipment, QA/QC Safety, Design, Pre-Commissioning/Commissioning etc during work at yard. In the event Bidder being awarded the contract and if he intends to use new yard, the bidder is expected to engage to use same fabrication agency who recommended / approved the yard.
- vi. The key personnel associated with the fabrication work in the yard shall have requisite experience supported by their CV's. In case any person is not available, at the time of award of contract, but were indicated in the bid, then a suitable replacement acceptable to company shall be provided.
- vii. Bidder offering new yard will have to propose atleast one additional yard having suitable track record of carrying out the similar works in last 10 years
- viii. i to vii as above shall be the qualification criteria for acceptance of new yard(s). Failure to adhere to these conditions, once agreed by the bidder / contractor shall make the above proposal of said yard invalid. ONGC reserves the right to physically assess the proposed yard through a team of officials consisting of representative of design, works and certification agency, before final clearance. ONGC's decision in this regard will be final

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Annexure- I

QUALIFICATION OF FABRICATION YARDS

A) FACILITIES

a) General Yard Details

- a. Location, fabrication yard layout showing relevant details
- b. Environmental data e.g. rainfall, ambient temperature, humidity, weather constraint on fabrication work.
- c. Total Area – **** Sq. m
 - i. Open Fabrication yard area
 - ii. Open Stores Area
 - iii. Covered Stores Area
 - iv. Covered Shop Area
 - v. Covered Office area
- d. Fabrication capacity (Tonnage/ Year)
- e. Shops – activity and area
- f. Other Facilities – e.g. IT Facilities, Software – Technical & Project Management, Material testing facilities, Calibration Facilities, Medical etc.
- g. Power Source(s) and details
- h. Safety equipment & Organisation

b) Material Handling Equipments

- a. Cranes – Types: (Crawler Cranes, Goliath / Gantry Cranes, Truck mounted, Tyre Mounted Pick & Carry Crane, EOT Crane (Piping Shop), EOT Crane (Fabrication Shop), Gantry Crane (Blasting shop), Fork Lifts): numbers, & individual capacity
- b. Trailers – function, specs and numbers

c. Major Machines for Fabrication – Numbers and specs

- a. Plate Bending Machine
- b. Pipe Profile Cutting Machine (computerized)
- c. Plate Profile Cutting Machine (computerized)
- d. Shot Blasting Machine
- e. Hydraulic Press
- f. Welding (Resources)
- g. Other Machines e.g. drilling, milling, grinding
- h. Plasma cutting machine for high thickness plates/ pipes

d. Load Out Facilities

- a. Water Front
- b. Length of Quay & Quay Wall Elevation
- c. Bollards
- d. Water Depth Near Jetty
- e. Water Depth - Approach Channel
- f. Bearing Capacity of load out and yard area

e. NDT Facilities – Numbers and details

- a. X-ray Radiography
- b. Gamma ray radiography
- c. Ultrasonic Testing

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- d. Magnetic Particle testing

f. ACCREDITATIONS


- a. ISO 9001 Quality management System
- b. ISO 14001 Environmental Management System
- c. OHSAS 18001 Occupational Health and Safety management System
- d. API (2B, 5L etc.), ASME Certifications

g. MANPOWER – Organogram for Yard

- a. Field Engineers, QA/ QC engineers, – Numbers, qualification and CVs
- b. Construction engineering: Design/ drafting sections details
- c. Skilled manpower – Numbers, qualification and certification – i.e. Welders, painters, machine operators, crane operators, NDT Technicians, Protective coating inspectors etc.
- d. Unskilled manpower- Numbers

h. OTHER INFORMATION & RELATED DOCUMENTATION

- a. Present Work Load / Commitments
- b. Plan / schedule of yard activities vis-à-vis Project schedule requirement for the current project
- c. Assigned manpower Organ gram-Section wise for the current project.
- d. Jobs done, if any.
- e. The proposed yard owners financial details:
 - (i) Turnover
 - (ii) Net worth

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APPENDIX A-14

**PROFORMA OF UNDERTAKING
(To be submitted by the participating bidders)**

I/We,..... (Name(s) of authorized signatory (ies)), on behalf of M/s. do hereby undertake that our company or any of its Directors / Partners / Employees / Affiliates shall refrain from entering into any business relationships or activities, which would result into a 'Conflict of Interest' with the agency/consultant, who has been engaged by ONGC for firming up the specifications and/or tender evaluation and/or monitoring execution of the project (as applicable), for which this tender (i.e. tender No.....) has been invited.

(Authorized signatory)

Signature:

Name:

Designation:

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Appendix A-15

Service Tax Appendix

Deleted

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Appendix A-16


Bidder to refer Appendix A-16 List of subcontracting agencies (activity wise) attached separately.

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Appendix A-17

Formats for Commitment Letter

Bidder to refer Appendix A-17 attached separately.

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Appendix A-18

Proforma for Certificate/ Undertaking for meeting the mandatory local content requirements

Applicable for Class I Local bidders seeking purchase preference under BEC clause no.C-5(b))
(Non-consortium bids i.e. Single /Joint venture bids)

We_____ (Name of the bidder) undertake that we meet the mandatory Local Content (LC) requirement i.e. **minimum 30%** for qualifying as 'Class-I local supplier' & comply as per Clause No 23.6(b) of PPP-MII policy, for claiming purchase preference linked with Local Contents under the PPP-MII policy against tender No. _____. The percentage of local content in the bid is _____. The local value addition will be made at the location(s) _____(Details to be inserted by the bidder)

Signature of Authorised Signatory

(Name)

Seal of the Bidder

Place:

Date:

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Appendix A-18-A

Proforma for Certificate/ Undertaking for meeting the mandatory local content requirements

Applicable for Class I Local bidders seeking purchase preference under BEC clause no.C-5(b))
(Consortium bids)

"We, Consortium of _____ (Name of all the consortium members) undertake that we meet the mandatory Local Content (LC) requirement i.e. **minimum 30% for qualifying as 'Class-I local supplier'** & comply as per Clause No 23.6(b) of PPP-MII policy, for claiming purchase preference linked with Local Contents under the PPP-MII policy against tender No. _____. The percentage of local content in the bid is _____. The local value addition will be made at the location(s) ----- (Details to be inserted by the bidder)

Signature of Authorised
Signatory of consortium
member 1
(Name)

Seal of the consortium
member 1

Signature of Authorised
Signatory of consortium
member 2
(Name)

Seal of the consortium
member 2

Signature of Authorised
Signatory of consortium
member ...
(Name)

Seal of the consortium
member ...

Place:

Date:

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Appendix A-18-B

(Applicable for Class II and Non-local bidder)

Proforma for Certificate regarding % local content

Percentage of Local Content (LC) as per the PPP-MII policy in the bid of _____(name of bidder) is _____%.


Signature of Authorised Signatory

(Name)

Seal of the Bidder

Place:

Date:

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Appendix A-18C

Proforma for Certificate/ Undertaking for meeting the mandatory local content requirements
(Applicable for Class II Local bidders)
(Non consortium bids i.e. Single /Joint venture bids)


We _____ (Name of the bidder) undertake that we meet the mandatory Local Content (LC) requirement i.e. minimum 20% for qualifying as 'Class-II local supplier' & comply as per Clause No 23.6(b) of PPP-MII policy, for claiming purchase preference linked with Local Contents under the PPP-MII policy against tender No. _____. The percentage of local content in the bid is _____. The local value addition will be made at the location(s) ----- (Details to be inserted by the bidder)

Signature of Authorised Signatory

(Name)

Seal of the Bidder

Place:
Date:

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Appendix A-18D

Proforma for Certificate/ Undertaking for meeting the mandatory local content requirements
(Applicable for Class II Local bidders)
(Consortium bids)

"We, Consortium of _____ (Name of all the consortium members) undertake that we meet the mandatory Local Content (LC) requirement i.e. minimum 20% for qualifying as 'Class-II local supplier' & comply as per Clause No 23.6(b) of PPP-MII policy, for claiming purchase preference linked with Local Contents under the PPP-MII policy against tender No. _____. The percentage of local content in the bid is _____. The local value addition will be made at the location(s) ----- (Details to be inserted by the bidder)

Signature of Authorised
Signatory of consortium
member 1
(Name)

Seal of the consortium
member 1

Signature of Authorised
Signatory of consortium
member 2
(Name)

Seal of the consortium
member 2

Signature of Authorised
Signatory of consortium
member ...
(Name)

Seal of the consortium
member ...

Place:
Date:

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Appendix A-19

(Applicable for bidders seeking purchase preference under BEC clause no.C-5(b))

Proforma for Certificate from Statutory Auditor of class I local bidder (or as the case may be as per ITB Clause 23.6 b) for mandatory local content requirements

(This format is applicable for (Non consortium bids i.e. Single /Joint venture bids).To be submitted on the letter head of Auditor (or as the case may be as per ITB Clause 23.6 b) along with the techno-commercial bid)

"We _____ the statutory auditor / cost auditor / practicing Chartered Accountant in India / practicing cost accountant in India (strike through the clause which is not applicable as per ITB Clause 23.6 b) of M/s._____ (name of the bidder) hereby certify that M/s._____ (name of the bidder) meet the mandatory Local Content requirements of the LSTK Contract i.e. **minimum 30% for qualifying as 'Class-I local supplier'** as per the PPP-MII policy, quoted vide offer No. _____ dated _____ against ONGC tender No._____ by M/s _____ (Name of the bidder). The percentage of local content in the bid is ____%."

Signature

(Name)

Seal of the statutory auditor / cost auditor / practicing Chartered Accountant in India / practicing cost accountant in India
(strike through the clause which is not applicable as per ITB Clause 23.6 b)

Place:

Date:

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Appendix A-19-A

(Applicable for bidders seeking purchase preference under BEC clause no.C-5(b))

Proforma for Certificate from Statutory Auditor of Class I Local Bidder (or as the case may be as per ITB Clause 23.6 b) for mandatory local content requirements

(This format is applicable for Consortium bids. To be submitted on the letter head of Auditor (or as the case may be as per ITB Clause 23.6 b) of each of the consortium member along with the techno-commercial bid)

We _____ the statutory auditor/cost auditor / practicing Chartered Accountant in India / practicing cost accountant in India (strike through the clause which is not applicable as per ITB Clause 23.6 b,) of M/s._____ (name of the consortium member) hereby certify that M/s._____ (name of the consortium member) has local content of _____% in the bid submitted by the consortium of _____ (name of the consortium) vide offer No. _____ dated _____ to meet the mandatory Local Content requirements of the LSTK Contract i.e. **minimum 30% for qualifying as 'Class-I local supplier'** as per the PPP-MII policy, quoted vide offer No. _____ dated _____ against ONGC tender No. _____ by M/s _____ (Name of the bidder). The percentage of local content in the bid is _____%.

Signature


(Name)

Seal of the statutory auditor / cost auditor / practicing Chartered Accountant in India / practicing cost accountant in India

(strike through the clause which is not applicable as per ITB Clause 23.6 b)

Place:

Date:

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Appendix A-19-B

Proforma for Certificate from Statutory Auditor of class II local bidder (or as the case may be as per ITB Clause 23.6 b) for mandatory local content requirements

(This format is applicable for Non consortium bids i.e. Single /Joint venture bids. To be submitted on the letter head of Auditor (or as the case may be as per ITB Clause 23.6 b) along with the techno-commercial bid)

"We _____ the statutory auditor / cost auditor / practicing Chartered Accountant in India / practicing cost accountant in India (strike through the clause which is not applicable as per ITB Clause 23.6 b) of M/s._____ (name of the bidder) hereby certify that M/s._____ (name of the bidder) meet the mandatory Local Content requirements of the LSTK Contract i.e. **minimum 20% for qualifying as 'Class-II local supplier'** as per the PPP-MII policy, quoted vide offer No. _____ dated _____ against ONGC tender No._____ by M/s _____ (Name of the bidder). The percentage of local content in the bid is ____%.

Signature


(Name)

Seal of the statutory auditor / cost auditor / practicing Chartered Accountant in India / practicing cost accountant in India

(strike through the clause which is not applicable as per ITB Clause 23.6 b)

Place:

Date:

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Appendix A-19 C

Proforma for Certificate from Statutory Auditor of class II local bidder (or as the case may be as per ITB Clause 23.6 b) for mandatory local content requirements

(This format is applicable for Consortium bids. To be submitted on the letter head of Auditor (or as the case may be as per ITB Clause 23.6 b) of each of the consortium member along with the techno-commercial bid)

We _____ the statutory auditor / cost auditor / practicing Chartered Accountant in India / practicing cost accountant in India (strike through the clause which is not applicable as per ITB Clause 23.6 b) of M/s. _____ (name of the consortium member) hereby certify that M/s. _____ (name of the consortium member) has local content of _____% in the bid submitted by the consortium of _____ (name of the consortium) vide offer No. _____ dated _____ to meet the mandatory Local Content requirements of the LSTK Contract i.e. minimum 20% for qualifying as 'Class-II local supplier' as per the PPP-MII policy, quoted vide offer No. _____ dated _____ against ONGC tender No. _____ by M/s _____ (Name of the bidder). The percentage of local content in the bid is _____%.

Signature

(Name)

Seal of the statutory auditor / cost auditor / practicing Chartered Accountant in India / practicing cost accountant in India

(strike through the clause which is not applicable as per ITB Clause 23.6 b)

Place:

Date:

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Appendix A-20

Sample format for CALCULATION OF LOCAL CONTENT- EPC (GOODS and SERVICE)

Deleted

Appendix A-21

Deleted

Appendix A-22

Deleted

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APPENDIX B-1

PROFORMA OF ACKNOWLEDGEMENT LETTER FOR RECEIPT OF BIDDING DOCUMENTS

Date:

To

Oil and Natural Gas Corporation Limited
11 High,
Mumbai - 400 017 (India)

Attention: Head Procurement Officer, SCM-EPEC

Sub: ONGC TENDER NO: **ZW1PC26001 for Pipeline Laying Project**

Dear Sir,

We hereby acknowledge receipt of a complete set of "Bidding Documents for "Pipeline Laying Project" of ONGC, India for our use in preparing Tender.

We have noted the closing date of receipt of Tender in Mumbai, India as _____ for the Tender under reference.

We guarantee that the contents of the above Bidding Documents shall be kept confidential within our organization and further that the drawings, specifications and text of said Bidding Documents shall remain the property of ONGC, India and shall be returned upon demand by ONGC, and the said documents are to be used only for that purpose intended by their publication.

Yours faithfully,

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APPENDIX B-2

PROFORMA FOR LETTER OF AUTHORITY

Dated:

To,

Oil and Natural Gas Corporation Limited
11 High,
Mumbai - 400 017 (India)

Attention: Head Procurement Officer, SCM-EPEC

Dear Sir,

Sub: ONGC TENDER NO.: **ZW1PC26001**

We do hereby confirm that Mr. (Name (s), position held and address) is/are authorised to represent us to tender, negotiate and conclude the agreement on our behalf with you against your Tender Invitation No. for Surveys (pre-engineering, pre-construction/pre-installation and post-installation) Design, Engineering, Procurement, Fabrication, Load out, Tie down / Sea fastening, Tow-out / Sail-out, Transportation, Dismantling/Removal and disposal of old unserviceable materials/ items, Installation, Hook-up, Pre-comm. And commissioning (wherever applicable) of entire facilities and make ready for use the facilities of **Pipeline Laying Project**.

We confirm that we shall be bound by all the whatsoever our said authorised representative shall commit.

Yours faithfully,

Signature:

Name and Designation

For and on behalf of

NOTE:

This letter of authority should be on printed letterhead of the Bidder and should be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a Consortium, it should be signed for each member of the Consortium by persons competent and having the power of attorney (Power of attorney shall be annexed) to bind such member of the Consortium.

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APPENDIX B-3
Proforma For Performance Bank Guarantee

(Not applicable in case of NEFT/RTGS/Electronic fund transfer to designated account of ONGC)

REF NO. _____ BANK GUARANTEE NO. _____ DATED _____


To,

Oil and Natural Gas Corporation Limited
Central LSTK Group, CPD,
15th Floor, Maker Tower-E, Mumbai- 400005

Dear Sirs,

1. In consideration of Oil and Natural Gas Corporation Ltd. incorporated under the Companies Act 1956 having its registered office at Deen Dayal Urja Bhawan, 5-A Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India and one of its offices at 4th Floor, 11 High, Sion Bandra Link Road, Mumbai - 400 017 (India) (hereinafter referred to as "Company" which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and assigns) 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 assigns) and Company having agreed that the Contractor shall furnish to Company 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 (name of the country) 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 assigns) do hereby guarantee and undertake to pay immediately on first demand in writing and 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 Company 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 things whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable. 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.

Company shall have the unqualified option to operate this Bank Guarantee to recover Liquidated Damages as leviable under the Contract.
3. The Bank also agree that Company 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 Company may have in relation to the Contractor's liabilities.
4. The Bank further agree that Company 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 Company 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 Company or any indulgence by Company 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.

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5. The Bank further agree 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 Company under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till Company discharges this guarantee in writing, whichever is earlier or until the date of expiry of the claim period specified in para 9 of this Bank Guarantee, whichever shall first occur.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of Company 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 agree 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 tenders have been invited.
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, encashment of SFMS BG as well as for messaging BG advice in the form of message format 760 COV via SFMS):

Beneficiary Account Name: Oil and Natural Gas Corporation Limited
Bank Name: State Bank of India
Branch: BKC, Bandra (E), Mumbai, Maharashtra – 400 051.
Branch Code: 004380
Bank Account No.: 30061117039
IFSC Code: SBIN0004380
SWIFT Code: SBININBB356 (SBI, BKC is not authorized for Forex Transactions, therefore, its SWIFT Code is linked with Commercial Branch, SBI, Vile Parle, Branch Code: 04115)

For foreign currency Bank Guarantee, detail of Nostro Account as under to be indicated additionally for respective currency.

Through State Bank of India Nostro Account:

NAME OF BANKS	CURRENCY	A/C NUMBER	SWIFT BIC
SBI Frankfurt	EUR	52607101120001	SBINDEFF
SBI London	GBP	35601	SBINGB2L
SBI Tokyo	JPY	10177001220001	SBINJPJT
SBI New York	USD	77600125220002	SBINUS33

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 date of expiry of this Bank Guarantee). If no such claim has

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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

(SIGNATURE)

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

Attorney as per power of Attorney No..... Date.....

WITNESS NO.1

.....

(SIGNATURE)

Full name and official address (in legible letters)

WITNESS NO.2

.....

(SIGNATURE)

Full name and official address (in legible letters)

Note: This bank guarantee/all further communications relating to this bank guarantee should be forwarded to Head Procurement Officer, SCM-EPEC, ONGC, 4th Floor, 11 High, Sion Bandra Link Road, Mumbai - 400 017 (India)


INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The electronic bank guarantee by Indian Bidders will be given on Stamp duty Certificate (e-Stamping) as per stamp duty applicable at the place from where the tender has emanated. The Stamp duty Certificate (e-Stamping) should be either in name of the issuing bank or bidder.
2. Deleted.
3. Foreign bidders will give guarantee either in the currency of the quotation or US\$ (US Dollars). Indian Rs./US\$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than Rupees or US\$, indicate the relevant currency of the quotation.
4. The expiry date as mentioned in clause 9 should be arrived at by adding **90 days (120 days for foreign bidders)** to the scheduled project completion date.
5. The bank guarantee by bidder will have to be given on Stamp duty Certificate (e-Stamping) as per stamp duty applicable at the place from where the tenders have been invited. The Stamp duty Certificate (e-Stamping) should be either in the name of the issuing bank or the bidder.

The bidders will give Electronic bank Guarantee (E-BG) / 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

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(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.

Contractors will be required to provide the details of e-BG/SFMS BG such as Number, Date, Name of issuing bank and amount.

7. The full address along with the Telex/Fax No. and email address of the issuing bank to be mentioned.
8. Deleted.
9. Bidder to ensure that the bank guarantee should be verbatim as per standard format of the bank guarantee and the name and designation of the officer executing the bank guarantee and his power of attorney/signing power no. with date are duly shown signed/initialled by the executants and the last page is signed with full particulars under the seal of the bank.
10. In case there are errors in the bank guarantee, the same shall be notified to the Bidder and an amendment to the bank guarantee should be submitted on non-judicial stamp paper of the equivalent amount as that of the bank guarantee itself. Such amendment should also be received from bank either through post or through contractor under sealed cover. In case there are errors in the e-bank guarantee, the same shall be notified to the Bidder and an amendment to the e-bank guarantee should be submitted. Such amendment should also be received from bank through NeSL platform.
11. Bank guarantee should clearly show the person/designation responsible, along with address, Fax number, email & phone number, for seeking confirmation of Bank guarantee.
12. Additional notes for Electronic Bank Guarantee:

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

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

13. 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.

Note: Whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS BG. Also, refer clause No. 28.1 of ITB for detailed instructions.

	<p style="text-align: center;">Bid package for Pipeline Laying Project (PLP)</p>	<p style="text-align: center;">PART – III</p>
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Appendix – B-3A

**Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Performance Security
(For Indian Bidders)**

Ref. No. _____

Insurance Surety Bond No _____

Dated _____

To,
Oil & Natural Gas Corporation

Central LSTK Group, CPD,
15th Floor, Maker Tower-E, Mumbai- 400005

Dear Sirs,

1. In consideration of Oil & Natural Gas Corporation Limited, incorporated under the Companies Act, 1956, having its Registered Office at Deen Dayal 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 (**Unconditional Insurance Surety Bond**) for Indian Rupees/US\$ for the faithful performance of the entire contract.

2. We (**name of Indian Insurance Company**) _____ registered under the laws of _____ having head/registered office at _____ **and registered with Insurance Regulatory and Development Authority of India (IRDAI)** (hereinafter referred to as "**the Insurer**", 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 (**through email or registered post or speed post or courier**) any /all moneys to the extent of Indian Rs.-(in figures) _____ (Indian Rupees(in words)_____) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by ONGC on the **Insurer** by serving a written notice shall be conclusive and binding, without any proof, on the **Insurer** 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 (**Insurance Surety**) herein contained shall be **unconditional and irrevocable** and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee (**Insurance Surety**) 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 **Insurer**.

3. The **Insurer** also agrees that ONGC at its option shall be entitled to enforce this Guarantee (**Unconditional Insurance Surety Bond**) against the **Insurer** 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 **Insurer** 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

	<p align="center">Bid package for Pipeline Laying Project (PLP)</p>	<p align="center">PART – III</p>
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thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The **Insurer** 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 **Insurance Surety Bond** in writing, whichever is earlier.

6. This **Insurance Surety Bond** shall not be discharged by any change in our constitution, in the constitution of ONGC or that of the Contractor.

7. The **Insurer** confirms that this guarantee has been issued with observance of appropriate laws of the country of issue **ie. India**.

8. The **Insurer** 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 order has been placed.

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

10. All Claims of ONGC (beneficiary) against this **Insurance Surety Bond**, shall be remitted by the(**Insurer's** name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:

- 1) Beneficiary Account Name: Oil and Natural Gas Corporation Limited
- 2) Bank Name: State Bank of India
- 3) Bank Account Number.: 30061117039
- 4) IFSC Code: SBIN0004380


11. Any claim under this **Insurance Surety Bond** 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 **Insurance Surety Bond**). If no such claim has been received by us on or before the said date, the rights of ONGC under this **Insurance Surety Bond** will cease. However, if such a claim has been received by Insurer on or before the said date, all the rights of ONGC under this **Insurance Surety Bond** shall be valid and shall not cease until Insurer has satisfied that claim.

12. The Insurer hereby agrees to waive rights of subrogation against ONGC and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

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

<p align="center">Full name, designation and official address (in legible letters) with Insurer's stamp.</p>	<p align="center">----- (Signature)</p> <p align="center">Dated</p>

Note:

	<p align="center">Bid package for Pipeline Laying Project (PLP)</p>	PART – III
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(i) This **Insurance Surety Bond**/all further communications relating to the **Insurance Surety Bond** should be forwarded to Central LSTK Group, CPD, 15th Floor, Maker Tower-E, Mumbai– 400005 only.

INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS PERFORMANCE GUARANTEE

1. The Unconditional Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI).

2. The Insurance Surety Bond by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the Contractor.

3. Insurance Surety Bond is not applicable for Foreign Bidders.

4. Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Performance Security/ Security Deposit in Indian Currency only.

5. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days (for Indian bidders) to the contract completion date, unless otherwise specified in the bidding documents.

6. The expiry of claim period as mentioned in clause 11 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.

7. A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond.

8. Matter to be mentioned in covering letter to be submitted by vendor along with insurance surety bond

1	Insurance Surety Bond No	:		
2	Date of execution of Insurance Surety Bond	:		
3	Expiry date of Insurance Surety bond	:		
4	Expiry date of claim period of Insurance Surety	:		
5	Vendor Name / Vendor Code	:	Name	
			Vendor Code	
6	Insurance Surety Bond Amount	:		
7	Tender No	:		
8	Nature of Insurance Surety Bond	:	Security Deposit	
9	Insurer Details			
		A	Insurer Name	:
		B	Address	:
		C	Email Id	:
		D	Phone No	:

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APPENDIX B-4

PROFORMA FOR FORM OF AGREEMENT.

THIS AGREEMENT entered into this day of Two thousand between Oil and Natural Gas Corporation Ltd. incorporated under the Companies Act. 1956 having its registered office at Pandit Deen Dayal Upadhyay Urja Bhawan, 5-A Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India and one of its Mumbai Regional Business Centre Office at 4th floor, 11 High Bldg., Bandra Sion Link Road, Sion (W), Mumbai - 400 017 (herein after referred to as 'Company' which expression shall include all its successors, executors and assignees) of the one part and M/s. established and existing under the Laws of (name of the country), having its registered office at (hereinafter referred to as 'Contractor' which expression shall include its legal successors and permitted assignees) of the other part.

WHEREAS the Company is desirous of carrying work of Surveys, Design, Engineering, Procurement, Fabrication, Load out, Tie-down/Sea fastening, Tow-out/Sail out, Transportation, Replacement and Installation of entire facilities under **"Pipeline Laying Project"** (hereinafter referred to as the 'Work' or 'Works' and more particularly defined in Clause 1.1.37 of General Conditions of the Contract) on unit rate basis in Western offshore sites, the work covered under the Contract to include but not limited to Surveys ,Design, Engineering, Procurement, Fabrication, Load-out, Tie-down / Sea-fastening, Tow-out / Sail-out, Transportation, Replacement and Installation of entire facilities under **"Pipeline Laying Project"** AND WHEREAS the Company had invited a Tender Inquiry vide their Tender Notice No. ----- for the Work above.

AND WHEREAS the Contractor represents that it has expertise and technical know-how in respect of the said Work and had submitted his offer as per Company's Bidding Documents in response to the above said Tender enquiry of the Company vide the Contractor's offer dated

AND WHEREAS Pursuant to the above and the discussions conducted with the Contractor, the Company has awarded to the Contractor the Contract for the said Work by its NOA dated which is the effective date of commencement of this Contract and on the terms and conditions as agreed to by the two parties as of the said date of NOA and as outlined in this Agreement (hereinafter also referred to as "the Contract").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- a) In this agreement words and expression have the same meaning as are respectively assigned to them in General Condition of Contract.
- b) The following documents annexed herewith shall be taken as mutually explanatory of one another and shall be deemed to form and be read and construed as integral parts of this Contract and in case of any discrepancy, conflict, dispute they shall be referred to in the order of priority as cited below:
 1. Agreement
 1. Annexure 'A' i) Special conditions of the contract and ii) General Conditions of Contract
 3. Annexure 'B' Bidding Documents comprising Part-IV including Addenda / other documents issued by Company, subsequent correspondences exchanged between the Company and the Contractor which have been agreed to by the Company and the Contractor and Sections cited in the order of priority :
 - i) Scope of the Works & Design Criteria
 - ii) Specifications/ data Sheets, if applicable
 - iii) P&IDs and other drawings/ Documents, if applicable

In event of conflict within Scope of the Works & Design Criteria, the order of precedence is Scope of Work, then Design Criteria.

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4. Annexure 'C' Contract price schedule and Rental Rate Schedule.
5. Annexure 'D' Construction schedule/Project Key Dates.
6. Annexure 'E' Milestone payment formula
7. Annexure 'F' Integrity Pact
8. Annexure 'G' Notification of Award
9. Annexure 'H' Acknowledgement and acceptance of NOA by Contractor
10. Annexure 'I' Memorandum of Understanding
11. Annexure 'J' division of Scope of work and Location of work center
12. Annexure 'K' OEC Annexures

- c) The Contract constitutes the entire Agreement between the Company and the Contractor, with respect to the subject matter of the Contract and supersedes all communication, negotiations and Agreement (whether written or oral) of the parties with respect thereto made prior to the date of Agreement.
- d) The Contractor hereby covenants with Company to perform the Work in conformity in all respect with provisions of the Contract and in consideration of the carrying out and completion of the Works by the Contractor, the Company hereby covenants to pay the amounts at the times and in the manner described hereinafter.

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

For and on behalf of Contractor

For and on behalf of
Oil and natural Gas Corporation Ltd. (Company)

WITNESSES

WITNESSES

(1)

(1)

(2)

(2)

by (Contractor)

by (Company)



**Bid package
for
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APPENDIX: B-5

PROFORMA FOR WORK EXPERIENCE

Name of the Project	Client	No. of Platforms, Pipelines, etc. (Indicate Major Facilities)	Approx. Value	Engineering/ Procurement/ Fabrication/ Offshore Well Platform Installation/ Submarine Pipeline Laying/ Platform Modification/ Hook-Up/ Testing/ Pre-Commissioning/ Start-Up/ Commissioning	Award		Completion Dates	
					Contractual	Actual	Contractual	Actual
Jobs already Completed (last fifteen years)								
Jobs in hand								

NOTES:

1. If bidder proposes more than one project, additional rows may be inserted.
2. Projects completed in the last 15 years prior to the deadline of submission of bid shall be considered for evaluation.
3. The names of the Consultant/ sub-contractor/ Consortium Partners and their activity/ activities shall be clearly indicated in the Work Division Matrix of claimed project(s).
4. The Bidder shall submit the documentary evidence in support of experience/ capability for himself and for his Consortium Partners (for Consortium bids) as required in BEC clauses 5.1, 5.2, 5.3 and 5.4.
5. In case of Consortium bids, experience of each Consortium Partner in at least one of the project activities as listed in clause 5.0 of A-2) Technical BEC (Appendix A-6) shall be indicated. The same project activities shall be performed by the Consortium Partner in the present project based on which they seek the qualification.
6. In case of a Joint Venture/ Consortium bid, bidder shall meet the requirement of clauses 5.0 (c) & (d) respectively of A-2) Technical BEC (Appendix A-6) including guidelines for Incorporated Joint Venture Company bids and for Consortium bids.

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Appendix B-6

DIVISION OF PROJECT ACTIVITIES AND LOCATION OF WORK CENTRE

Refer Appendix B-6 attached separately.

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APPENDIX-B-7

PROFORMA FOR BANK GUARANTEE FOR BID SECURITY

(Not applicable in case of NEFT/RTGS/Electronic fund transfer to designated account of ONGC)


REF. NO..... BANK GUARANTEE NO..... DATED.....

To,

Oil and Natural Gas Corporation Limited
15th Floor, Maker Tower-E
Cuffe Parade,
Mumbai - 400 005 (India)

Dear Sirs,

- Whereas Oil and Natural Gas Corporation Ltd., incorporated under the Companies Act 1956 having its registered office at Deen Dayal Urja Bhawan, 5, Nelson Mandela Marg, Vasant Kunj, New Delhi - 110 070 and one of its offices at 4th floor, 11 High Bldg., Bandra Sion Link Road, Sion(W), Mumbai - 400 017 (hereinafter called "Company" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) has floated a Tender No. and M/s. having Head/Registered Office at (hereinafter called the "Tenderer" which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators and executors) have submitted a bid reference No..... and tenderer having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rs. / US\$..... (in figures) (Indian Rupees/US Dollars) (in words) for the due performance of tenderer's obligations as contained in the terms of the Invitation for Bids (IFB) and other terms and conditions contained in the Bidding Documents supplied by Company which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.
- We (name of the Bank) registered under the laws of(name of the Country) having head/registered office at (hereinafter referred to as "The Bank" which expression shall, unless repugnant to the context meaning thereof, include all its successors, administrators, executors and permitted assigns) guarantee and undertake to pay immediately on receipt of your first demand by Company, upto the maximum aggregate amount of Indian Rs. / US\$(in figures) (Indian Rupees/US Dollars) (in words) at any time without any demur and recourse, and without Company having to substantiate the demand. Any such demand made by Company shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the bidder.
- The Bank confirm that this guarantee has been issued with observance of appropriate laws of the country of issue.
- The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.
- This guarantee shall be irrevocable and shall remain in force upto which includes **FORTY FIVE (45) days** after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.
- Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) (Indian Rupees/US Dollars) (in words) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee).

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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, encashment of SFMS BG as well as for messaging BG advice in the form of message format 760 COV via SFMS):

Beneficiary Account Name: Oil and Natural Gas Corporation Limited
Bank Name: State Bank of India
Branch: BKC, Bandra (E), Mumbai, Maharashtra – 400 051.
Branch Code: 004380
Bank Account No.: 30061117039
IFSC Code: SBIN0004380
SWIFT Code: **SBININBB356** (SBI, BKC is not authorized for Forex Transactions, therefore, its SWIFT Code is linked with Commercial Branch, SBI, Vile Parle, Branch Code : 04115)

For foreign currency Bank Guarantee, detail of Nostro Account as under to be indicated additionally for respective currency.

Through State Bank of India Nostro Account:

NAME OF BANKS	CURRENCY	A/C NUMBER	SWIFT BIC
SBI Frankfurt	EUR	52607101120001	SBINDEFF
SBI London	GBP	35601	SBINGB2L
SBI Tokyo	JPY	10177001220001	SBINJPJT
SBI New York	USD	77600125220002	SBINUS33

Any claim under this Guarantee must be received by us on or before_____ (Indicate date of expiry of claim period which includes minimum one **month** period from the expiry of this Bank Guarantee). If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

.....
(SIGNATURE)

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

Attorney as per power of Attorney No..... Date.....

WITNESS NO.1

(SIGNATURE)

Full name and official address (in legible letters)

WITNESS NO.2

(SIGNATURE)

	<p align="center">Bid package for Pipeline Laying Project (PLP)</p>	PART – III
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Full name and official address (in legible letters)

Note: This bank guarantee/all further communications relating to this bank guarantee should be forwarded to Head CLG, CPD, ONGC Ltd., 15th floor, Maker Tower-E, Cuffe Parade, Mumbai - 400 005 (India).

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR BID SECURITY

1. The SFMS Bank Guarantee/Electronic Bank Guarantee by Indian Bidders will be given on non- judicial stamp paper/franking receipt as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper/franking receipt should be either in name of the issuing Bank or the bidder.
2. Deleted.
3. The Bid Security shall be denominated in Indian Rupees by Indian bidders and in US Dollars by the foreign bidders.
4. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
5. The bank guarantee by bidder will have to be given on Stamp duty Certificate (e-Stamping) as per stamp duty applicable at the place from where the tenders have been invited. The Stamp duty Certificate (e-Stamping) should be either in the name of the issuing bank or the bidder.

The bidders will give Electronic bank Guarantee (E-BG)/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. Bidders will be required to provide the details of e-BG/SFMS BG such as Number, Date, Name of issuing bank and amount.
7. Agreement as per Appendix B-8 attached is to be furnished by the Bidder along with the Bid Security.
8. The full address along with the Telex/Fax No. and e-mail address of the issuing bank to be mentioned.
9. Bidder to ensure that the bank guarantee should be verbatim as per standard format of the bank guarantee and the name and designation of the officer executing the bank guarantee and his power of attorney/signing power no. with date are duly shown signed/initialled by the executants and the last page is signed with full particulars under the seal of the bank.
10. In case there are errors in the bank guarantee, the same shall be notified to the Bidder and an amendment to the e-bank guarantee should be submitted.

Such amendment should also be received from bank-through NeSL platform.

11. Deleted

	Bid package for Pipeline Laying Project (PLP)	PART – III
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12. Additional notes for Electronic Bank Guarantee:

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

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

13. 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.

Note: Whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS BG. Also, refer clause No. 17.1.1 of ITB for detailed instructions.

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Appendix – B-7A

Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Bid Security (For Indian Bidders)

BID BOND

Ref. No.....

Insurance Surety Bond No.....

Dated

To,

Oil & Natural Gas Corporation Ltd.
Central LSTK Group, CPD,
15th Floor, Maker Tower-E,
Mumbai– 400005

Dear Sirs,

1. Whereas Oil & Natural Gas Corporation Ltd. incorporated under the Companies Act, 1956, having its registered office at Deen Dayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi – 110070 - India and one of its offices at _____ (hereinafter called 'ONGC' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid bearing Reference No..... and Bidder having agreed to furnish , as a condition precedent for participation in the said tender, an unconditional and irrevocable **Insurance surety Bond** of Indian Rupees (in figures)_____ (Indian Rupees (in words)_____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by ONGC which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (**name of Indian Insurance Company**) _____, registered under the laws of **India** having head/registered office at _____ **and registered with Insurance Regulatory and Development Authority of India(IRDAI)** (hereinafter referred to as "**the Insurer**" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by ONGC, the amount of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) in aggregate at any time without any demur and

	<p style="text-align: center;">Bid package for Pipeline Laying Project (PLP)</p>	<p style="text-align: center;">PART – III</p>
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recourse, and without ONGC having to substantiate the demand. Any such demand made by ONGC shall be conclusive and binding on the **Insurer** and the Insurer shall immediately remit the amount to ONGC in the manner provided at para 7 below irrespective of any dispute or difference raised by the Bidder.

3. The **Insurer** confirms that this **Insurance Surety Bond** has been issued with observance of appropriate laws of the country of issue **i.e. India**.

4. The **Insurer** also agree that this **Insurance Surety Bond** shall be unconditional and irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where NIT has been invited.


5. This **Insurance Surety Bond** shall be unconditional and irrevocable and shall remain in force upto _____ which includes FORTY FIVE(45) days after the period of bid validity and any demand/claim in respect thereof should reach the **Insurer (through email or registered post or speed post or courier)** on or before _____ (Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this **Insurance surety Bond**).

6. Notwithstanding anything contained hereinabove, our liability under this **Insurance Surety Bond** is limited to Indian Rs (in figures) _____ (Indian Rupees/~~US Dollars~~-(in words) _____ only) and this Insurance Surety Bond shall remain in force until (indicate the date of expiry of **Insurance Surety Bond**)

7. All Claims of ONGC (beneficiary) against this **Insurance Surety Bond**, shall be remitted by the(**Insurer's** name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:

- 1) Beneficiary Account Name: Oil and Natural Gas Corporation Limited
- 2) Bank Name: State Bank of India
- 3) Bank Account Number.: 30061117039
- 4) IFSC Code: SBIN0004380

8. Any claim under this **Insurance Surety Bond** must be received by Insurer on or before _____ (Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this **Insurance Surety Bond**). If no such claim has been received by us on or before the said date, the rights of ONGC under this **Insurance Surety Bond** will cease. However, if such a claim has been received by us on or before the said date, all the rights of ONGC under this **Insurance Surety Bond** shall be valid and shall not cease until Insurer has satisfied that claim.

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9. The Insurer hereby agrees to waive rights of subrogation against ONGC and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

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

	<div style="text-align: right;"> <p>-----</p> <p>(Signature)</p> </div> <p>Full name, designation and official address (in legible letters) with Insurer's stamp.</p> <p>Dated</p>

Note:

- (i) This **Insurance Surety Bond**/all further communications relating to the **Insurance Surety Bond** should be forwarded to *CLG CPD- Mumbai, 15th Floor, Maker Tower- E, Cuffe Parade, Mumbai – 400005 only.*
- (ii) **Insurance Surety Bond**, duly executed as per the above format, is to be enclosed with the offer.

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**INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS
BID SECURITY**

1. The Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. The Insurance Surety Bond by Indian Bidders will be given on non- judicial stamp paper/e-stamp paper as per stamp duty applicable at the place where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the bidder.
3. Insurance Surety Bond is not applicable for Foreign Bidders.
4. Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Bid Security/ Bid Bond in Indian Currency only.
5. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
6. The expiry of claim period as mentioned in clause 5 & 8 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.
7. A letter from the issuing Insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond.
8. Matter to be mentioned in covering letter to be submitted by vendor along with insurance surety bond

1	Insurance Surety Bond No	:		
2	Date of execution of Insurance Surety Bond	:		
3	Expiry date of Insurance Surety bond	:		
4	Expiry date of claim period of Insurance Surety	:		
5	Vendor Name / Vendor Code	:	Name	
			Vendor Code	
6	Insurance Surety Bond Amount	:		
7	Tender No	:		
8	Nature of Insurance Surety Bond	:	Earnest Money Deposit	
9	Insurer Details			
		A	Insurer Name	:

	Bid package for Pipeline Laying Project (PLP)	PART – III
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		B	Address	:		
		C	Email Id	:		
		D	Phone No	:		

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APPENDIX B-8

AGREEMENT

No.

Date

To
Oil and Natural Gas Corporation Limited

Sub : Submission of Bidding Documents.

Ref : Tender No.

Dear Sir,

The Company and the Tenderer agree that the Invitation for Bids (IFB) is an offer made on the condition that the Tender would be kept open in its original form without variation or modification for a period of **120 days** from the last date for the opening of Bids stated in the IFB and the making of the Tender shall be regarded as an unconditional and absolute acceptance of this condition of the IFB. They further agree that the Contract consisting of the above condition of IFB as the offer and the submission of Tender as the Acceptance shall be separate and distinct from the Contract which will come into existence when Tender is finally accepted by the Company. The consideration for this separate initial Contract preceding the main Contract is that the Company is not agreeable to issue the IFB to the Tenderer and to consider the Tender to be made except on the condition that the Tender shall be kept open for **120 days** after the last date fixed for the opening of the Tender and the Tenderer desires to make a Tender on this condition and after entering into this separate initial Contract with the Company. The Company promises to consider the Tender on this condition and the tenderer agrees to keep the Tender open for the required period. These reciprocal promises form the consideration for this separate initial Contract between the parties.

If Tenderer fails to honour the above terms and conditions, the Company shall have unqualified, absolute and unfettered right to to encash the Bank Guarantee for Bid Security submitted in this behalf.

Yours faithfully,

Yours faithfully,

(BIDDER)

(COMPANY)

(One copy of this agreement, duly signed, must be returned along with offer).

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APPENDIX B-9

CERTIFICATE OF SUBMISSION OF TECHNO-CONTRACTUAL COMPLIANT BID

Bidder confirms that a techno-contractually compliant bid to the bidding document issued against tender no. with no exception / deviations whatsoever has been submitted. In case ONGC finds that bidder has taken any deviation/ exception to ONGC's bidding documents the bid will be rejected outright and the bidder shall have no right to make any representation against rejection of his bid. Any representation against rejection of the bid shall be summarily rejected.

Signature of Authorised Signatory

(Name)

Seal of the Bidder

	Bid package for Pipeline Laying Project (PLP)	PART – III
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APPENDIX B-10

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR SUPPORTING COMPANY

Deleted

APPENDIX B-11

GURANTEE BY THE SUPPORTING COMPANY / GUARANTOR

Deleted

APPENDIX B-12

INTEGRITY PACT

Integrity Pact Duly Signed by ONGC officer is attached separately.

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Appendix B-13

**Format for Certificate of Compliance of meeting Financial Parameters
(To be submitted by bidder on the letter head of Statutory auditor or Practicing Chartered Accountant
as per instructions/criteria for ascertaining Financial Capability)**

To,
ONGC Limited,
15th Floor, Maker Tower-E
Cuffe Parade,
Mumbai - 400 005 (India)

Subject: Certificate of Compliance of meeting Financial Capability Parameters for Tender No. _____

Based on the Audited Standalone Financial Statements / Audited Consolidated Annual Financial Statement (delete whichever is not applicable) and other relevant records of M/s.....[Name of the bidder], having its registered office at[bidder Address], the details of the financial capability parameters as required in the tender are as follows:

Financial Parameter	Minimum Required Value as per Tender [Mention currency]	Actual Value as per Audited Financial Statements [Mention currency]	Remarks
Turnover	[Amount]	[Amount]	1. Turnover for FY [YYYY-YY]: [Amount] 2. Turnover for FY [YYYY-YY]: [Amount] 3. Turnover for FY [YYYY-YY]: [Amount]
Net Worth	Positive	Positive/Negative/Zero	
Working Capital	[Amount]	[Amount]	

- The financial statements considered for the certification are audited under the applicable laws of[Country Name].
- We have read the instructions/criteria for ascertaining Financial Capability of the bidders in the aforesaid tender and this Certificate has been issued in compliance thereof.
- This certificate is issued based on records, books of accounts, and financial statements maintained by M/s[Firm's Name] and the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies].

We hereby confirm that the above information is true and correct to the best of our knowledge.

For [Name of the Chartered Accountant Firm]

(Chartered Accountant / Statutory Auditor)

[Signature]

[Name of the Chartered Accountant]

[Membership No.]

[Designation]

[Firm Registration Number]

UDIN No. (if issued in India)

Date:

Place: [Location]

[DD/MM/YYYY]

	<p style="text-align: center;">Bid package for Pipeline Laying Project (PLP)</p>	<p style="text-align: center;">PART – III</p>
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Instructions in respect to Format for Certificate of Compliance of meeting Financial Capability Parameters:

- 1. Turnover:** For the purpose of ascertaining parameter of Turnover of the bidder, average turnover from operation of the bidder for the previous (Latest) three financial years shall be considered. Average turnover from operation of the bidder for the previous three financial years shall be calculated by dividing the turnover from operation of previous three years by three, irrespective of the fact that quoted turnover for one particular year is for a period of less than 12 months or complete 12 months. The amount of Sales Taxes, Goods and Service Tax and Value Added Taxes will not be included in the turnover of the bidder.
- 2. Net Worth:** Net worth shall mean: "Share Capital + Reserves created out of profits and securities premium account (excluding revaluation reserves) - Deferred Expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".
- 3. Working Capital:** Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's Audited Standalone Annual Financial Statement/ Audited Consolidated Annual Financial Statement (delete whichever is not applicable).
- 4.** For the purpose of calculation of Turnover/Net-worth/Working Capital, the date (i.e. the financial year closing date) of the immediate previous year's Audited Standalone Annual Financial Statement/ Audited Consolidated Annual Financial Statement (delete whichever is not applicable) should not be older than twenty four (24) months from the actual date of bid closing (i.e. in case of tender extension, the final extended bid closing date will be considered).
- 5.** The certificate provided by Statutory Auditor / Practicing Chartered Accountant in India, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <http://udin.icai.org/search-udin>.
- 6.** In case of consortium bid, all consortium partners has to submit certificates form Statutory Auditor or Practicing Chartered Accountant separately.
- 7.** This certificate is to be submitted on the letter head of Statutory Auditor or Practicing Chartered Accountant.
- 8.** In case of foreign bidder, such certificate should be from its Statutory Auditor or Practicing Chartered Accountant or equivalent as per law of that country.
- 9.** The Financial Statements should be audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where Statutory Audit is not required as per law of the Country, Financial statement prepared as per the accounting standards of the country should be certified by Practising Chartered Accountant or equivalent and in case of such country other than India, the bidder shall provide justification for the same along with certificate from the Practicing Chartered Accountant or equivalent to this effect.
- 10.** Above are brief instructions, while issuing aforesaid Certificate complete "Criteria to ascertain Financial capability of the Bidders" (Financial Criteria) as per clause A-3) of BEC should be complied)

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Appendix B-14

DECLARATION OF BIDDER

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

Signature of Authorised Signatory

(Name)

Seal of the Bidder

Place:

Date:

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Appendix B-15
PROFORMA FOR BANK GUARANTEE TO BE SUBMITTED TOWARDS LIQUIDATED DAMAGES
(Not applicable in case of NEFT/RTGS/Electronic fund transfer to designated account of ONGC)

REF NO. _____ BANK GUARANTEE NO. _____ DATED _____

To,
Oil and Natural Gas Corporation Limited

------(indicate address of the Work centre)

Dear Sirs,

1. In consideration of Oil and Natural Gas Corporation Ltd. incorporated under the Companies Act 1956 having its registered office at Deen Dayal Urja Bhawan, 5-A Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India and one of its offices at(indicate address of the Work centre) (hereinafter referred to as "Company" which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and assigns), 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 assigns) and Company having agreed that the Contractor shall furnish to Company a bank guarantee for Indian Rupees/US\$(in figures) (Indian Rupees/US Dollars) to cover the amount of Liquidated damages as per clauseand of the contract.
2. We..... (name of the Bank) registered under the laws of (name of the country) 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 assigns) do hereby guarantee and undertake to pay immediately on first demand in writing and any/all money(ies) 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 Company 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 things whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable. 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 agree that Company 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 Company may have in relation to the Contractor's liabilities.
4. The Bank further agree that Company 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 Company 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 Company or any indulgence by Company 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 agree 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 Company under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till Company discharges this guarantee in writing,

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whichever is earlier or until the date of expiry of the claim period specified in para 9 of this Bank Guarantee, whichever shall first occur.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of Company 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 agree that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts in Mumbai.
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, encashment of SFMS BG as well as for messaging BG advice in the form of message format 760 COV via SFMS):


Beneficiary Account Name: Oil and Natural Gas Corporation Limited
Bank Name: State Bank of India
Branch: BKC, Bandra (E), Mumbai, Maharashtra – 400 051.
Branch Code: 004380
Bank Account No.: 30061117039
IFSC Code: SBIN0004380
SWIFT Code: SBININBB356 (SBI, BKC is not authorized for Forex Transactions, therefore, its SWIFT Code is linked with Commercial Branch, SBI, Vile Parle, Branch Code: 04115)

For foreign currency Bank Guarantee, detail of Nostro Account as under to be indicated additionally for respective currency.

Through State Bank of India Nostro Account:

NAME OF BANKS	CURRENCY	A/C NUMBER	SWIFT BIC
SBI Frankfurt	EUR	52607101120001	SBINDEFF
SBI London	GBP	35601	SBINGB2L
SBI Tokyo	JPY	10177001220001	SBINJPJT
SBI New York	USD	77600125220002	SBINUS33

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 date of 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.

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

(SIGNATURE)
Full name, designation and official
address
(in legible letters) with Bank Stamp.
Attorney as per power of Attorney No..... Date.....

WITNESS NO.1

.....

(SIGNATURE)

Full name and official address (in legible letters)

WITNESS NO.2

.....

(SIGNATURE)

Full name and official address (in legible letters)

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR LIQUIDATED DAMAGES

1. The electronic bank guarantee by Indian Bidders will be given on Stamp duty Certificate (e-Stamping) as per stamp duty applicable at the place from where the tender has emanated. The Stamp duty Certificate (e-Stamping) should be either in name of the issuing bank or bidder.
2. Deleted.
3. Foreign bidders will give guarantee either in the currency of the offer or US \$ (US Dollar) i.e. Indian Rs/US \$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S.\$, indicate the relevant currency of the offer.
1. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days to the scheduled project completion date.
5. The bank guarantee by bidder will have to be given on Stamp duty Certificate (e-Stamping) as per stamp duty applicable at the place from where the tenders have been invited. The Stamp duty Certificate (e-Stamping) should be either in the name of the issuing bank or the bidder

The bidders will give Electronic bank Guarantee (E-BG) / 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.

Contractors will be required to provide the details of e-BG/SFMS BG such as Number, Date, Name of issuing bank and amount.

6. The full address along with the Telex/Fax No. and email address of the issuing bank to be mentioned.
7. Bidder to ensure that the bank guarantee should be verbatim as per standard format of the bank guarantee and the name and designation of the officer executing the bank guarantee and his power of attorney/signing

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power no. with date are duly shown signed/initialled by the executants and the last page is signed with full particulars under the seal of the bank.

8. In case there are errors in the bank guarantee, the same shall be notified to the Bidder and an amendment to the bank guarantee should be submitted on non-judicial stamp paper of the equivalent amount as that of the bank guarantee itself. Such amendment should also be received from bank either through post or through contractor under sealed cover. In case there are errors in the bank guarantee, the same shall be notified to the Bidder and an amendment to the e-bank guarantee should be submitted. Such amendment should also be received from bank through NeSL platform.
9. Bank guarantee should clearly show the person/designation responsible, along with address, Fax number, email & phone number, for seeking confirmation of Bank guarantee.
10. Additional notes for Electronic Bank Guarantee:

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

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

13. 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.

Note: Whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS BG. Also, refer clause No. 28.1 of ITB for detailed instructions.

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**Appendix B-16
Annexure-A, B & C**

Deleted

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**Appendix B-17
DELETED**

	<p style="text-align: center;">Bid package for Pipeline Laying Project (PLP)</p>	<p style="text-align: center;">PART – III</p>
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APPENDIX B-18

Undertaking for Preference to Domestically Manufactured Electronic Products (DMEP)

Bidder have carefully gone through the aforesaid notification/Order-2017 issued by the Govt. of India, which are also available at DeitY's official website i.e. URL www.meity.gov.in/ www.makeinindia.com respectively for providing Preference to Domestically Manufactured Electronic Products (DMEP) in Government procurement and in case contract is awarded to them, until & unless there are compelling technical reasons for not doing so, which shall also be specified by them in their bid, they will give preference to specified domestically manufactured electronic items for execution of the contract. Further, the Bidder if Contract awarded to him (Contractor), shall also provide complete details i.e. name of Domestic Manufacturer, value of DMEP utilized for execution of contract, to ONGC.

Signature of Authorised Signatory

(Name)

Seal of the Bidder

Place:

Date:

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Appendix B-19

Proforma of Electronic Bank Guarantee (e-BG) / SFMS Bank Guarantee(SFMS BG) towards Performance Security by the Supporting Company of the bidding company.

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

Oil & Natural Gas CORPORATION

India

Dear Sirs,

1. In consideration of Oil & Natural Gas CORPORATION Limited, incorporated under the Companies Act, 1956, having its Registered Office at _____ New Delhi-110001, India and one of its offices at _____ (hereinafter referred to as 'ONGC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees).

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

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by ONGC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that ONGC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that ONGC may have in relation to the 'SUPPORTING COMPANY's' liabilities.

	<p style="text-align: center;">Bid package for Pipeline Laying Project (PLP)</p>	<p style="text-align: center;">PART – III</p>
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4. The Bank further agrees that ONGC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ONGC against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of ONGC or any indulgence by ONGC to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of ONGC under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till ONGC discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of ONGC or that of the 'SUPPORTING COMPANY'.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

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, encashment of SFMS BG as well as for messaging BG advice in the form of message format 760 COV via SFMS):

Beneficiary Account Name : Oil and Natural Gas Corporation Limited
Bank Name : State Bank of India
Branch : BKC, Bandra (E), Mumbai, Maharashtra – 400 051
Branch Code : 004380
Bank Account No. : 30061117039
IFSC Code : SBIN0004380
Account Type : CC

For foreign currency Bank Guarantee, detail of Nostro Account as under to be indicated additionally for respective currency.

Through State Bank of India Nostro Account:

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NAME OF BANKS	CURRENCY	A/C NUMBER	SWIFT BIC
SBI Frankfurt	EUR	52607101120001	SBINDEFF
SBI London	GBP	35601	SBINGB2L
SBI Tokyo	JPY	10177001220001	SBINJPJT
SBI New York	USD	77600125220002	SBINUS33

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

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

WITNESS NO. 2

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

Note:

(i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to Head-CLG, CPD, 15th Floor, Maker Tower-E, Cuffe Parade, Mumbai - 400005 only.

(ii) 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 BANK GUARANTEE BY THE SUPPORTING COMPANY OF THE BIDDING COMPANY

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1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable at the place from where the NOA has been issued. The non-judicial stamp paper /franking receipt should be either in name of the issuing bank or the contractor.
2. Foreign bidders will give guarantee either in the currency of the offer or US \$ (US Dollar) i.e. Indian Rs/US \$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S.\$, indicate the relevant currency of the offer.
3. The Bank Guarantee shall be submitted to the Company by the successful bidder within 30 days from date of placement of NOA.
4. The expiry date as mentioned in clause 9 should be arrived by adding 90 days to the scheduled overall project completion date.
5. The bidders will give Bank Guarantee from any of the following categories of Banks:
 - (a) Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any scheduled Bank incorporated in India.
OR
 - (b) Any branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.
OR
 - (c) Any foreign Bank which is not a scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
6. This bank guarantee / all further communication relating to the bank guarantee should be forwarded to *Central LSTK Group, CPD, 15th Floor, Maker Tower-E, Mumbai- 400005*
7. The full address along with the Telex/Fax No. and email address of the issuing bank to be mentioned.
8. All bank guarantees are to be received from the bank directly through post, preferably addressed to concerned officer. However, the Bidder may, if he so chooses, bring a bank guarantee under sealed cover of the bank.
9. Bidder to ensure that the bank guarantee should be verbatim as per standard format of the bank guarantee and the name and designation of the officer executing the bank guarantee and his power of attorney/signing power no. with date are duly shown signed/initialed by the executants and the last page is signed with full particulars under the seal of the bank.
10. In case there are errors in the bank guarantee, the same shall be notified to the Bidder and an amendment to the bank guarantee should be submitted on non-judicial stamp paper of the equivalent amount as that of the bank guarantee itself. Such amendment should also be received from bank either through post or through contractor under sealed cover.
11. Bank guarantee should clearly show the person/designation responsible, along with address, Fax number, email & phone number, for seeking confirmation of Bank guarantee.

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GURANTEE BY THE SUPPORTING COMPANY/GUARANTOR

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

WHEREAS


1. M/s Oil & Natural Gas Corporation Limited, a company duly incorporated under the Companies Act 1956, having Corporate Identity Number -----and its Registered Office at ----- and having an office, amongst others, at (insert purchase centre address) hereinafter called "ONGC " which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, has invited tender number for on
2. M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at (give complete address) hereinafter called "the Bidder and or Contractor as the context may require which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have in response to the above mentioned tender, submitted their bid bearing number to ONGC.
3. The Bidder does not meet the financial criteria required under the aforesaid tender.
4. The Guarantor Company holds more than 50% paid up equity capital of the Bidder.
5. The Guarantor Company meets all the financial criteria parameters stipulated under the aforesaid tender and wishes to support the Bidder to make it eligible to submit its bid.
6. The liability of the Guarantor, under the Guarantee, is limited to the liability of the Contractor as per the Contract.

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

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

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

1. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Guarantee to ONGC, equivalent to 50% of the value of Performance Bank Guarantee to be submitted by the bidding company, in the prescribed format within 30 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of ONGC, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, ONGC shall have unfettered right to invoke the said Bank guarantee The guarantor hereby agrees that decision of ONGC about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

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OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Guarantee)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Guarantee to ONGC, equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding company, in the prescribed format within 30 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of ONGC, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, ONGC shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of ONGC about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Bidder on behalf of the Guarantor.

(Strike through the clause whichever is not applicable)

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) under the contract that may be awarded to the Bidder/ Contractor.
3. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
4. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and shall be subject to the exclusive jurisdiction of the courts of, India.
5. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
6. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

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

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____
official seal _____

2. Signature _____
Full Name _____
Address _____

Instructions:

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(i) The above agreement shall be acceptable, only if signed by any of the following officials (who are empowered to sign such agreements) from the respective companies:

- CEO, (or)
- any of the full time Directors at the Board level, (or)
- Proprietor in case of Sole Proprietorship concerns, (or)
- all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
- any official holding valid authorization for signing such agreements.

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APPENDIX – B-21

Proforma of Bank Guarantee towards Performance Security by the Supporting Company of the bidding company.

Deleted

Appendix B-22

Format of agreement between bidder, their Supporting Company and the Ultimate Controlling Company

Deleted

Appendix B-23

Deleted

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Format of Data w.r.t to GSTIN

S.NO	Vendor code in ONGC	Vendor Name	State	State Code	GSTIN

Note:-

Bidder to also submit copy of the GSTIN acknowledgment letter or mail.

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Declaration form w.r.t GSTIN

(The following to be provided on the vendor's letter head duly signed and stamped)

To

ONGC Limited

PDDU Urja Bhawan,

5 Nelson Mandela Marg, Vasant Kunj, New Delhi 110092,

Subject: Submission/Confirmation of GSTIN & PAN details

This is to certify that our FIRM/Company has been registered with Goods and Service Tax

Vide

Registration number : _____

Dated : _____

Under the name : M/s _____

having address at : _____

with PAN details as : _____

Kindly use the details shared above for all GSTIN Compliance purposes.

For and on behalf of:

Name of the Firm/ Company

Authorized Signatory

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Appendix B-26
List the GST number of ONGC's work centres

Oil and Natural Gas Corporation Limited
PAN no. – AAACO1598A
GST Application Reference Number (ARN) and
GST Provisional ID – State wise

Sr. No.	State	Status	ARN	Provisional ID
1	Delhi	Done	AA0712160027878	07AAACO1598A1ZP
2	Goa	Done	AA3012160000861	30AAACO1598A1ZO
3	Chennai	Done	AA330117000475R	33AAACO1598A1ZU
4	Andhra Pradesh	Done	AA370117014723G	37AAACO1598A1ZM
5	Jharkhand	Done	AA2012160041618	20AAACO1598A1Z1
6	Uttar Pradesh	Done	AA91216000291R	09AAACO1598A1ZL
7	Rajasthan	Done	AA080617066427T	08AAACO1598A1ZN
8	Tripura	Done	AA1603170000016	16AAACO1598A2ZP
9	West Bengal	Done	AA1903170013796	19AAACO1598A1ZK
10	Odisha	Done	AA2103170101251	21AAACO1598A1ZZ
11	Dehradun	Done	AA050317006152U	05AAACO1598A3ZR
12	Maharashtra	Done	AA2703171597015	27AAACO1598A1ZN
13	Gujarat	Done	AA2404170089827	24AAACO1598A4ZQ
14	Assam	Done	AA1803170110191	18AAACO1598A2ZL
15	Himachal Pradesh	Done	AA020317003909E	02AAACO1598A1ZZ
16	Madhya Pradesh	Done	AA030317002587H	23AAACO1598A1ZV
17	Punjab	Done	AA030317002587H	03AAACO1598A1ZX

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UNDERTAKING (to be submitted on Company's Letterhead)

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

1. That I am the _____ <<Designation of the authorized signatory>> of _____ and I am duly authorized to furnish this undertaking/declaration on behalf of _____ (Name of the company).
2. That _____ (Name of the company) has submitted its bid no _____ dated _____ against tender document no _____ dated _____ for _____ item / works.
3. That the Company is fully aware of the anti-profiteering provision under the Goods & Services Tax ("GST") Law(s).
4. That the Company is passing on the benefits which it is getting on account of reduced tax liability and input tax credit because of enactment of GST Laws. That the provisions of anti-profiteering clause under GST Act have been complied with. These are true and correct to the best of my knowledge, information and belief.
5. I confirm that I am aware of the implication of the above undertaking and our liability on account of incorrect/misleading declaration under the GST Laws.

(Authorized signatory of bidder)


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Appendices B-28

Undertaking (to be submitted on Company's letter head) for "Re-export of equipment, Unutilised spares & accessories" etc.

Bidder hereby undertakes that the equipment imported and also spares & accessories which remained unutilized after the expiry of contract, would be re-exported at own cost after completion of contractual obligation after observing all the formalities/ rules as per customs act or any other relevant Act of Govt. of India applicable on the subject.

(Authorized signatory of bidder)

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**(Applicable for cases where bidder's working capital is inadequate)
(To be issued by Bidder's Bank on its letter head)**

Ref No . _____

Date:

To

(Name & Address of the Bidder/Contractor)

.....

.....

.....

Sub: **LINE OF CREDIT FOR ONGC TENDER NO:**(mention tender no.) **for**
.....(mention title of tender)

Dear Sir,

This letter for line of credit is issued for the above referred tender of Oil and Natural Gas Corporation Limited. We..... (name of the Bank) registered under the laws of (name of the country) having head/registered office at do hereby confirm the availability of unutilized line of credit for meeting the shortfall in working capital for(name of bidder) having its registered office at, against the tender.

If the bidder becomes successful for award against the tender, the line of credit shall be extended for successful completion of contract.


.....
(SIGNATURE)

Full name, designation and official address
(in legible letters) with Power of Attorney No. & Bank Stamp.

Authorized signatory

Note:

- The line of credit should be from Scheduled Commercial Bank working in India. The foreign bidder can provide line of credit from a foreign bank also. Bank has taken cognizance of the ONGC tender terms & conditions in this regard.
- The line of credit letter must be addressed to the name & address of the bidder, who is bidding in ONGC tender.

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Appendix B-30
Standardized format for Memorandum of Understanding (MoU) for Consortium

This MOU is executed at..... on this day of between/among:

1. M/s, a company duly incorporated and validly existing under the laws of....., having its registered office at Corporate Identity Number ----- (hereinafter referred to as "**Member 1**") which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors, administrators, executors and permitted assigns);
2. M/s....., a company duly incorporated and validly existing under the laws of, having its registered office at..... Corporate Identity Number ----- (hereinafter individually referred to as the "**Member 2**"), which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors, administrators, executors and permitted assigns);

AND

(More members can be added on similar lines as above depending on the members involved in the particular consortium)

The above Member 1 and Member 2 hereinafter shall individually referred to as "**Consortium Member**" and collectively be referred to as "**Consortium**"

WHEREAS

- A. **Oil and Natural Gas Corporation Limited**, a company duly incorporated and validly existing under the (Indian) Companies Act, 1956, having its registered office at ONGC, Deendayal Urja Bhavan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India, and having an office, amongst others, at..... [*insert Purchase Centre Address*] hereafter called "**ONGC**" has floated a Tender Number for on
- B. The Consortium Members individually do not fulfil the technical eligibility criteria of the said tender and are not eligible to submit its bid against the said tender.
- C. The Consortium Members have come together and desired to form a Consortium for submitting their bid against the said tender of ONGC.

AND WHEREAS

1. The terms and conditions in the bid documents more specifically clause 3.0 ITB have been read and understood by the Consortium and acceptable to each member of the Consortium who agrees to abide by the same.
2. Each member hereby confirms that he has the qualification and experience for their respective scope of work as required under the Bid Evaluation Criteria and fulfils the conditions of eligibility as required therein.

NOW, THEREFORE, the Consortium Members agree as follows:

- i) All the members of the Consortium shall be jointly and severally responsible for the execution and discharge of all the obligations under the contract, if awarded to the Consortium to the complete satisfaction of ONGC.
- ii) The role and scope/division of work of each Consortium Member shall be as under:

SL. No	Name of the Consortium	Activities	Cross reference within the bid offer,	Scope of work / activity to be
--------	------------------------	------------	---------------------------------------	--------------------------------

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	Member who will carry out the activity	(Role& Scope of Work to be performed)	where supporting documents are submitted/ attached ##	performed, expressed as a percentage (%) of Bid Value
1		(i)	%
		(ii)	%
		Total	%
2			%
			%

(In case bid has not been prepared before signing of MOU, the aforesaid cross reference may be provided in the offer in lieu of indicating in MOU)

- (iii) In accordance with the tender conditions of the aforesaid tender, M/s..... (Member 1 or 2 as the case may be) is hereby authorized by all the Consortium members to be the Leader of the Consortium (hereinafter referred to as the **"Leader"**) and to act on behalf of the Consortium, and:
- shall submit the bid, execute all relevant Bid Documents and deliver any documentation required on behalf of the consortium;
 - shall be responsible for exchange of correspondence with ONGC and such correspondence exchanged between ONGC and Leader shall be binding on all Consortium Members
 - shall be responsible for resolving any disputes/ misunderstanding / undefined activities, if any, amongst all the members of the Consortium
 - Notwithstanding the provisions of being jointly and severally liable to ONGC by all members of consortium, the leader of consortium shall be primarily responsible for full execution of the entire 'Scope of work' of this tender/Contract(if awarded);
 - shall sign the contract as authorised and on behalf of the Consortium (**Delete if each member of the consortium shall be signing the contract**)
 - shall undertake full responsibility for timely completion of the awarded work ; and
 - shall take the overall responsibility of project management of entire project.
- (iv) All payments under the contract shall be made by ONGC to individual Consortium Members as duly indicated in Appendix A-10 (Milestone payment formula) along with member wise details on percentage basis **OR** if no such percentage basis is provided then only to the Leader of the Consortium (**strike out the one which is not applicable**).

In WITNESS WHEREOF, this MOU has been signed by or on behalf of each of the Members as of the day first above written.

Executed and delivered as a deed by
each Member acting by

.....

in the presence of:

.....
Signature

Address:

Occupation:

.....
Signature

Instructions:

- (i) The above MOU shall be acceptable, only if signed by any of the following officials (who are empowered to sign such MOU) from the respective companies of the consortium members:

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- CEO, (or)
- any of the full time Directors at the Board level, (or)
- Proprietor in case of Sole Proprietorship concerns, (or)
- all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
- any official holding valid authorization for signing such MOU on behalf of the Member of the consortium.

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Certificate of compliance of Fraud prevention policy of ONGC
(To be submitted by bidder on its letter head)

In terms of ITB clause no.48 regarding Fraud prevention policy of ONGC , the bidder(s) hereby certifies 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 they would immediately apprise the ONGC of the fraud/suspected fraud as soon as it comes to their notice.

Signature of Authorised Signatory

Name of Signatory:

Seal of the Bidder

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FORMAT FOR UNDERTAKING TO ATTEND PRE-BID CONFERENCE

(to be submitted on Firm's/company's Letterhead)

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

1. That I am the<<Designation of the authorized signatory>> and I am duly authorized to furnish this undertaking on behalf of..... (Name of the company).
2. That(Name of the company) is desirous of submitting its bid against tender no..... dated for.....item/works(Name of tender).
3. That we are deputing our representative (as per following details) who is/are competent to present our queries in Pre-Bid Conference.

Name of authorized representative to attend Pre-bid Conference:.....

Designation:.....

Mobile No.:.....

4. That we are in the business of providing similar Services/Goods as per tender requirement.

(Authorized signatory of bidder)

Seal:

Date:

Place:

Note:

1. In tenders for LSTK Projects, representative of proposed consortium members and/ or sub-contractors and/or vendors who are competent to present their queries in the pre bid conference shall be allowed to participate in the pre-bid conference along with the bidder subject to prior submission of details to ONGC as stipulated above.
2. Above undertaking shall be submitted by the bidder along with Pre bid queries within prescribed date, failing which the bidder shall not be allowed to attend pre-bid conference.

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(Undertaking on the company's letter head for acceptance of terms and conditions of GCC and SCC (if applicable))

Bidder hereby submits the undertaking for acceptance of terms and conditions of GCC and SCC.

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Undertaking on the company's letter head for acceptance & compliance to all the Addendums issued by ONGC prior to TBO (if applicable)

Bidder hereby submits the undertaking for acceptance & compliance to all the Addendums issued by ONGC prior to TBO.

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Undertaking on the company's letter head that all the documents/certificates/information submitted by them against the tender are genuine.

Bidder hereby submits the undertaking that all the documents/certificates/information submitted by them against the tender are genuine.

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Appendix B-36

Undertaking on the company's letter Head for Eligibility of Bidder from a Country sharing a land border with India

"We have read the ITB clause no. 50 regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We certify that (name of the bidder/ consortium members) is/are not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that (name of the bidder/ consortium members) 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.}"

Authorized Signatory of Bidder
Seal of Bidder

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Undertaking on the company's letter Head for Eligibility of Sub-Contractors from a Country sharing a land border with India


"We have read the ITB clause no. 50.0 clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

We certify that bidder M/s. (Name of the bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority."

[Where applicable, evidence of valid registration by the Competent Authority Shall be attached.]

Authorized Signatory of Bidder

Seal of Bidder

	<p style="text-align: center;">Bid package for Pipeline Laying Project (PLP)</p>	<p style="text-align: center;">PART – III</p>
		<p style="text-align: center;">APPENDICES</p>

Appendix B-38

Undertaking on the bidder's letter Head for Eligibility of Bidder having ToT arrangement from a Country sharing a land border with India

"We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that the bidder _____ (name of the bidder) does not have any ToT arrangement requiring registration with the competent authority."

OR

"We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that the bidder _____ (name of the bidder) has valid registration to participate in this procurement." [Where applicable bidder must submit evidence of valid registration by the Competent Authority].

Authorized Signatory of Bidder

Seal of Bidder

	Bid package for Pipeline Laying Project (PLP)	PART – III
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Appendix B-39

Undertaking on the company's letter Head for complying with Government Policy for providing preference to Domestically Manufactured Iron & Steel products (DMI&SP)

We have noted the terms & conditions specified under clause 49 of ITB (Instructions to Bidders) & Clause 23 of GCC (General conditions of Contract). We confirm that bidder i.e. M/s. (Name of the bidder) shall comply with Government Policy for providing preference to Domestically Manufactured Iron & Steel products (DMI&SP), notified vide Gazette No. CG-DL-E-26052025-263378 dated 26.05.2025 [G.S.R. 341 (E)] and further amendments / notifications.

Authorized Signatory of Bidder

Seal of Bidder

	<p align="center">Bid package for Pipeline Laying Project (PLP)</p>	PART – III
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Appendix B-40

Declaration that neither bidder nor their supporting company/ultimate controlling company/JV partner/Consortium Partner (applicable only in case bidding entity seek Technical or Financial support) is undergoing an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016.

We declare that neither bidder _____ nor our supporting company/ultimate controlling company/JV partner/Consortium Partner (applicable only in case bidding entity seek Technical or Financial support) is undergoing an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016.

Authorized Signatory of Bidder

Seal of Bidder

	<p align="center">Bid package for Pipeline Laying Project (PLP)</p>	<p align="center">PART – III</p>
		<p align="center">APPENDICES</p>

Appendix BP-1

FORMAT FOR 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 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 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.
4. 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:

	<p align="center">Bid package for Pipeline Laying Project (PLP)</p>	<p align="center">PART – III</p>
		<p align="center">APPENDICES</p>

APPENDIX BP-2

FORMAT FOR UNDERTAKING ON CURRENTLY NOT SERVING ANY BANNING ORDERS 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:

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APPENDIX BP-3

**FORMAT FOR UNDERTAKING ON CURRENTLY NOT SERVING ANY SUSPENSION ORDERS
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 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:

	<p style="text-align: center;">Bid package for Pipeline Laying Project (PLP)</p>	<p style="text-align: center;">PART – III</p>
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APPENDIX B-41

Proforma of Electronic Bank Guarantee e-BG) / SFMS Bank Guarantee(SFMS BG) towards Performance Security by the Incorporated Joint Venture Partner of the bidding company.

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

Oil & Natural Gas CORPORATION

India

Dear Sirs,

1. In consideration of Oil & Natural Gas CORPORATION Limited, incorporated under the Companies Act, 1956, having its Registered Office at ----- New Delhi-110001, India and one of its offices at _____ (hereinafter referred to as 'ONGC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees).

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

	<p style="text-align: center;">Bid package for Pipeline Laying Project (PLP)</p>	<p style="text-align: center;">PART – III</p>
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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 '**Joint Venture Partner**'. 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 '**Joint Venture Partner**' 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 '**Joint Venture Partner**' and notwithstanding any security or other guarantee that ONGC may have in relation to the '**Joint Venture Partner**'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 '**Joint Venture Partner**'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

	<p style="text-align: center;">Bid package for Pipeline Laying Project (PLP)</p>	PART – III
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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)/Any other quoted currency _____ (Indian Rupees/US Dollars/ Any other quoted currency (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, encashment of SFMS BG as well as for messaging BG advice in the form of message format 760 COV via SFMS):

Beneficiary Account Name: Oil and Natural Gas Corporation Limited

Bank Name: State Bank of India

Branch: BKC, Bandra (E), Mumbai, Maharashtra – 400 051.

Branch Code: 004380

Bank Account No.: 30061117039

IFSC Code: SBIN0004380

SWIFT Code: SBININBB356 (SBI, BKC is not authorized for Forex Transactions, therefore, its SWIFT Code is linked with Commercial Branch, SBI, Vile Parle, Branch Code : 04115)

For foreign currency Bank Guarantee, detail of Nostro Account as under to be indicated additionally for respective currency.

Through State Bank of India Nostro Account:

NAME OF BANKS	CURRENCY	A/C NUMBER	SWIFT BIC
SBI Frankfurt	EUR	52607101120001	SBINDEFF
SBI London	GBP	35601	SBINGB2L
SBI Tokyo	JPY	10177001220001	SBINJPJT
SBI New York	USD	77600125220002	SBINUS33

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

	Bid package for Pipeline Laying Project (PLP)	PART – III
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WITNESS NO. 1 ----- (Signature) Full name and official address (in legible letters)	----- (Signature) Full name, designation and official address (in legible letters) with Bank stamp. Attorney as per Power of Attorney No..... Dated
WITNESS NO. 2 ----- (Signature) Full name and official address (in legible letters)	

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to Head CLG, CPD, ONGC, 15th Floor, Maker Tower-E, Cuffe Parade, Mumbai - 400005 only.
- (ii) 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.

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APPENDIX B-42

GUARANTEE BY THE JOINT VENTURE PARTNER / GUARANTOR

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

WHEREAS

1. M/s Oil & Natural Gas Corporation Limited, a company duly incorporated under the Companies Act 1956, having Corporate Identity Number -----and its Registered Office at ----- and having an office, amongst others, at (insert purchase centre address) hereinafter called "ONGC " which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, has invited tender number for on

2. M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at (give complete address) hereinafter called "the Bidder and or Contractor as the context may require which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have in response to the above mentioned tender, submitted their bid bearing number to ONGC.

3. The Bidder does not meet the financial criteria required under the aforesaid tender.

4. The Guarantor holds more than 50 % paid up equity capital of the Bidder.

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

6. The liability of the Guarantor, under the Guarantee, is limited to the liability of the Contractor as per the Contract.

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

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

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

1. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Guarantee to ONGC, equivalent to 50% of the value of Performance Bank Guarantee to be submitted by the bidding company, in the prescribed format within 30 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of ONGC, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, ONGC shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of ONGC about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Guarantee)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Guarantee to ONGC, equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding company, in the prescribed format within 30 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of ONGC, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, ONGC shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of ONGC about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Bidder on behalf of the Guarantor.

(Strike through the clause whichever is not applicable)

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

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

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

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

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

For & on behalf of (**JV Partner**)

M/s _____

Witness:

1. Signature _____

Full Name _____

Address _____

Signature _____

Name _____

Designation _____

official seal _____

2. Signature _____

Full Name _____

Address _____

Instructions:

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(i) The above agreement shall be acceptable, only if signed by any of the following officials (who are empowered to sign such agreements) from the respective companies:

- CEO, (or)
- any of the full time Directors at the Board level, (or)
- Proprietor in case of Sole Proprietorship concerns, (or)
- all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
- any official holding valid authorization for signing such agreements.


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Appendix B-43

PROFORMA FOR UNDERTAKING / CONFIRMATIONS

Sub : Undertaking/confirmation for Tender No. _____ for Pipeline Laying Project.

1. We hereby confirm unconditional acceptance to the complete Scope of Work including terms & conditions of the tender along with addendum/clarification (if any).
2. We confirm to the Completion period/Duration indicated in the tender.
3. We confirm that bidder has not taken any exception / deviation in their offer.
4. We hereby confirm that the Bid along with all appendices and copies of documents are submitted through GePNIC-CPPP (<https://etenders.gov.in>) portal, before the scheduled date and time for the tender closing. All the documents uploaded are digitally signed by the authorized signatory of the bidder & the submitted e-bids does not required any password to open the file.
5. We hereby confirm to have submitted the Integrity Pact with the bid, duly signed by the same authority who signs the bid document and confirm not to violate the provisions of Integrity pact.
6. We hereby confirm to submit offers and all attached documents digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 by the person as per power of attorney submitted.
7. We hereby confirm to submit firm prices in INR without any qualification strictly in Proforma enclosed at Appendix A-3 of Bidding Documents & accept mile stone payment formula at A-10 .
8. We hereby undertake that all instructions and conditions of the tender as well as the instructions contained in the web site <https://etenders.gov.in> are acceptable to us unconditionally.
9. We confirm unconditional validity of the Bid for 45 days from the date of opening of bid.
10. We confirm that the offers are accompanied with an undertaking as per Appendix- BP1, BP2 and BP3 on acceptance of ONGC's 'Policy for Banning/ provisional Suspension of Business Dealings with erring Firms'

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- 11. We confirm that the offer accompanied with a declaration as per Appendix B-14 that neither the bidders themselves, nor any of its allied concerns, partners or associates or Directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC debarring them from carrying on business dealings with ONGC.*
12. We have a valid GST registration certificate under GST Legislation of India and we undertake to provide all the necessary compliances /Invoice /documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit. We also confirm adherence to Anti anti-profiteering provision under GST law.
13. Bidder should confirm their acceptance that they comply with the provisions with regard to "Guidelines for eligibility of a 'Bidder from a Country which shares a land border With India' " as detailed at Clause 50.0 of "Instruction to Bidders". Bidders should also submit the requisite certificate as per Appendix B-36 & 37.

Date:

Name of Bidder

Authorized Signatory of Bidder

Seal of Bidder

	Bid package for Pipeline Laying Project (PLP)	PART – III
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Appendix-TPIA-1

SI No.	Name of the agency	Validity of accreditation
1.	Aaditech Inspections & Services Private Limited, New Delhi	03.03.2026
2.	Bureau Veritas (India) Private Limited, Mumbai	26.01.2027
3.	Competent Inspectorate and Consultants Private Limited, Hyderabad	28.03.2026
4.	Conformity India International Private Limited, New Delhi	21.08.2028
5.	Gulf Lloyds Industrial Services (India) Pvt. Ltd., Ahmedabad	20.02.2025
6.	HERTZ Inspection & Services Pvt. Limited., Gujarat	21.03.2027
7.	International Certification Services Limited, Mumbai	10.07.2026
8.	Industrial Inspection & Verification Services, Gurugram	01.12.2025
9.	IRCLASS Systems and Solutions Pvt. Ltd., Mumbai	31.10.2027
10.	LRQA Inspection Services India LLP, Mumbai	26.09.2028
11.	Quality Services & Solutions Private Limited, Mumbai	25.02.2025
12.	Dr. Amin Controllers Private Limited, Mumbai	02.06.2026
13.	SGS India Private Limited, Mumbai	23.12.2028
14.	TQ Cert Services Private Limited, Telangana	27.05.2028
15.	TCRC Inspections Private Limited, Mumbai	30.03.2028
16.	TUV India Private Limited, Mumbai	17.07.2028
17.	TUV Rheinland(India) Private Limited, Mumbai	29.12.2026
18.	TUV SUD South Asia Private Limited, Mumbai	12.07.2027

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Appendix-TPIA-2

Proforma/ Format for Undertaking from TPIA
(on TPIA letter head duly stamped & signed)

Ref.:

Date:

To,
Oil & Natural Gas Corporation Limited

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

Dear Sir,

Subject: Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)

Ref: Tender no. for

M/s. having Registered office at.....intend to participate in above referred
ONGC tender having registered office at _____, New Delhi.

The tender conditions stipulates that the bidder shall submit Documents pertaining to Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, this is to certify that copies of documents pertaining to Technical Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified and certified documents.


It is certified that "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI NABCB website is valid as on date of authentication/verification of documents.

(Signature of a person duly authorized to Sign on behalf of the TPIA)

(Seal of the Company)

Name:

Contact No.....

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APPENDIX – C-1

Information To Be Furnished In A Safety Report

Part-I SAFETY ACTIVITIES

1.0 GENERAL

- 1.1 The name and designation of the person furnishing the information.
- 1.2 Maximum number of persons on board.
- 1.3 Description of activity:
 - Location: Name... Latitude.... Longitude...
 - Name of the construction barge
 - Name of the platform to be constructed
 - Jobs to be carried out

2.0 SAFETY ADMINISTRATION

- 2.1 Safety inspection schedules
- 2.2 Allocation and delegation of responsibility for safety
- 2.3 Safety committees
- 2.4 Safety training

3.0 HAZARD ASSESSMENT

- 3.1 Identification of hazards
- 3.2 Causes of major accidents, that occurred in the last 5 years
- 3.3 Assessment of accident consequences
- 3.4 Safety systems, related to the hazards identified at para 3.1 above.

4.0 DESCRIPTION OF OTHER SAFETY RELEVANT UNITS

- 4.1 Firefighting system
- 4.2 Alarm system

5.0 SAFE OPERATING PROCEDURES

- 5.1 Are all hazardous operations covered by written safe operating procedures (SOP)? (Copies should be kept available on board)
- 5.2 Are SOP's posted at the job location?
- 5.3 Are SOP's reviewed to determine effectiveness?
- 5.4 Are work permits enforced for:
 - Hot work

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- Vessel/confined space entry
- Electrical repair, maintenance and testing

6.0 ACCIDENT REPORTING AND INVESTIGATIONS AND ANALYSIS

- 6.1 Are records of all injuries and dangerous occurrence maintained?
- 6.2 Who investigates accidents and dangerous occurrences?
- 6.3 Please furnish an analytical summary of accidents that occurred in the last three years and full details of accidents that occurred in the last three months.

7. EMERGENCY PREPAREDNESS

- 7.1 Is there an emergency plan ? (Copy should be kept available onboard)
- 7.2 Does it cover all anticipated emergency situations?
- 7.3 Are escape routes and muster stations clearly marked with safety signs?
- 7.4 Are fire and abandon drills held every week and properly logged?
- 7.5 Is there a written procedure to check availability and reliability of emergency equipment (Lifesaving appliance/breathing apparatus)/

8. MEDICAL PROGRAMME

- 8.1 Are adequate first-aid boxes available?
- 8.2 Are there trained first-aid personnel onboard?
- 8.3 Is there a contingency plan available for medical emergency including evacuation of sick/injured persons. Is it well understood?
- 8.4 Are stretchers suitable for placement in helicopters available?

9. COMMUNICATION

- 9.1 Are all radio communication equipments in good condition?
- 9.2 Is there a schedule of maintenance of communication equipments?
- 9.3 Are two independent source of power supply available for radio communication?

PART-II LIFTING OF HEAVY LOAD

1. LIFTING APPLIANCES

- 1.1 Are Lifting appliances operated by a person trained and competent to operate the appliances?
- 1.2 Are efficient arrangements for signaling or communicating between the operator of the lifting appliances and persons at the loading or unloading points provided and maintained?
- 1.3 Are hooks used for raising or lowering materials provided with an efficient safety latch?

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2. WIRE ROPES

2.1 What is the safety factor of the wire rope for lifting appliances? It should be at least 3.5 times the maximum load).

3.0 SAFE WORKING LOAD OF LIFTING APPLIANCES

3.1 Are lifting appliances marked with safe working load?

3.2a) Are derrick cranes fitted with effective automatic load indicator?

b) If yes, is it provided with visual and audible signals?

4.0 EXAMINATION AND INSPECTION OF LIFTING APPLIANCES

4.1 Are lifting appliances:

- Thoroughly examined by a competent person immediately before being taken into use, after installation, reinstallation?
- Thoroughly examined by a competent person at intervals not exceeding six months. If yes, what is the last date of thorough examination?
- inspected at intervals not exceeding seven days?

PART-III WELDING

1. Are work permits enforced for welding job ?

2. Are welders provided with fire resistant protective clothing and equipment such as fire resistant gauntlets and aprons, helmets and goggles with suitable filter lenses?

3. Gas hoses

3.1 Are hose lines for oxygen and acetylene of different colors?

3.2 How the testing for leaks in hose and connections are done? (It should be done by soapy water)

4. Electric Arc welding

4.1 Are metal frames of arc welding machine effectively earthed?

4.2 Are connections to welding terminals made at distribution boxes, socket outlets etc. by bolted joints.

PART-IV FIRE HAZARD CONTROL

1. Detection and Alarm System


1.1 Are all fire/smoke sensors in good working order?

1.2 Is the fire alarm system in good condition?

2. Fire Control System

2.1a) Are portable fire extinguishers positioned correctly at appropriate places?

b) Are these clearly marked as to their use?

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- 2.2 Are fixed fire fighting system in good condition?
3. Inspection, Maintenance and Test
- 3.1 a) Is there a procedure for inspection of fire sensors, alarms and control system?
- b) Are records kept for maintenance?
4. Fire Fighting team
- 4.1 Is there a fire fighting team available on each shift?
- 4.2 Have the team members undergone advanced fire fighting training?
- 4.3 Are all members of the team conversant with the action to be taken in the event of fire?

PART-V POLLUTION CONTROL

1. Disposal of wastes
- 1.1 Are construction wastes collected for onshore disposal?
- 1.2 Are liquid/solid wastes treated before it is discharged in the sea. Please explain the treatment system?
2. Noise Protection
- 2.1 Are ear muffs/any other hearing protection measures provided to the employees working in big noise areas?
3. Drinking water
- 3.1 Is there a procedure for testing the quality of drinking water?
- 3.2 Who is responsible for quality control?
- 3.3 Are test results recorded?

PART-VI

Additional information to be furnished in a Safety Report where work is to be carried out in the vicinity of active oil and gas installations/pipelines

- 1 Protection against release of hydrocarbon
- 1.1 Are gas detectors installed at location governed by the following rules:
 - In air conditioned or ventilated areas detector should be at the air inlets,
 - Outside, detector should be installed on gas carrying equipment and also near potential leaks.
- 1.2 Are gas detectors tested periodically?
- 1.3 Are portable gas detector available onboard?
2. Is contingency plan available to deal with hydrocarbon leak?

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3. H2S Safety (Details to be furnished only if work is to be carried out in sour gas field)
 - 3.1 Are adequate number of breathing apparatus available?
 - 3.2 Are air cylinders of breathing apparatus changed?
 - 3.3 Are the details available onboard?
 - 3.4 Is contingency plan to deal with H2S emergency available?
 - 3.5 Are persons adequately trained in use of BA?
 - 3.6 Are escape marks available?

INFORMATION TO BE SUBMITTED IN THE REPORT BY CONTRACTORS

1. The name and address of the person furnishing the information.
2. Brief description of the construction activity and maximum number of persons exposed to hazards.
3. Information on hazards that can lead to major accidents loss of life or pollution of marine environment.
4. Description of safety design criteria, controls and alarms fire fighting systems etc.
5. Description of safety organization namely maintenance and inspection schedules, responsibilities for safety and implementation of safety procedures.
6. Information on emergency organisation namely, contingency plan, command, alarm system, evacuation and rescue procedures.


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APPENDIX – C-2

ACCIDENT REPORT

(The form must be filled in so as to contain the maximum details)

1. Name of the Victim
2. Designation
3. Age
4. Place of duty
5. Date and time of accident
6. Exact place of accident
7. Measure and extent of injuries
8. Approximate time for which the victim cannot attend to his duties
9. Person in direct charge of the work at the time of the accident
 Name: _____ Designation: _____
10. Brief but complete account of the causes/ circumstances surrounding the accident
11. Was the accident due to anybody's fault?
12. If so, the name and the designation of the person(s) at fault with the full account of the negligence, fault etc.
13. Is the accident directly attributable to
 - i) the workman having been at the time thereof under the influence of drink or damage drugs or
 - ii) the willful disobedience of the workman to an order expressly framed for the purpose of accruing the safety or workman, or
 - iii) the willful removal or disregard by the workman of any safety guard or otherwise which he know to have been provided for the purpose of securing the safety of workman
14. Name and designation of the persons who were present on the spot at the time of the accident and who can give important evidence.

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Name Designation

Name Designation

etc. etc.

15. Was the victim given any first aid? Yes/No Time


16. Did any Medical Officer attend (name of the Medical Officer) Yes/No Time

17. Was the victim sent to hospital? (with the time of admission may be indicated)

18. How can recurrence of such an accident be avoided in future?

Signature of official directly in-charge
at the time of the accident

Signature of Officer-on-Charge

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APPENDIX-C-3

Indicative description of information which may be required to be submitted by contractor for/during safety audit

1. Documentation


Sl. No.	Requirements
1	Engineering Information i. What Engineering Information has been provided? ii. Is the information provided up-to-date?
2	Process Gas Compressor Information: i. What equipment information is available? ii. Is all the information up-to-date? iii. Are the existing codes and practices incorporated in the new facility?
3	Is Material Safety Data Sheets (MSDS) available for all identified hazardous chemicals?
4	Corrosion Detection and Prevention System Information i. What documentation available? ii. Is all the information provided and is up-to-date? iii. What facilities (viz. GCI, corrosion probes, etc.) are provided for monitoring and controlling internal as well as external corrosion?
5	Health & Hygiene Control System Information i. What documentation is available? ii. How it is ensured that information is up-to-date?
6	Fire Detection/Suppression Information i. What fire detection/suppression system documentation is available? ii. Is the information updated in the existing information?

2. Process Hazard Analysis


1.	Have major accident hazards (scenarios) been identified and characterized? (Quantitative Risk Assessments, HAZOP, HAZID studies etc.)
2.	Have all hazardous chemicals been identified
3.	What is the programme for initiating a review of a Hazard Analysis Study (including HAZOP wherever applicable)
4.	What is the qualifications and experience of persons who have carried out the studies?
5.	Have the outcome of the studies been formally shared with facility operators?
6.	Have all the recommendations of the studies implemented?
7.	Have all the loops in the DCS been checked for proper operation?
8.	Is the system updated for modifications in the process changes made during the project PRP- VIII?

3. Fire Detection and Suppression System

1.	Whether all Gas detectors are in working condition? Check randomly 20% in different areas.
2.	Whether all UV/ IR detectors are in working condition? Check randomly 20% in different areas.
3.	Whether all thermal detectors are in working condition?

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4.	Whether Deluge system is working satisfactorily? If possible, pressurise the system and check the deluge to see coverage.
5.	Whether foam/fire water hose reels and DCP hose reels provided from all sides of the area?
6.	Whether all foam/fire water hose reels and DCP hose reels are easily accessible? Check hose, drum and nozzle condition. Check foam in the foam tanks and quality of foam formation when used.
7.	Whether adequate numbers of DCP skids provided? Check pressure in the actuating and pressurising cylinders.
8.	Whether adequate numbers of Halon (or any other equivalent system like FM-200) cylinders provided for GG-PT enclosure? Is the pressure in cylinders okay? Is the solenoid valve and discharge pressure switch connected? Is the selection in auto? Are the warning lights available outside the area covered by Halon / FM-200?
9.	Whether adequate number of portable and semi-portable fire extinguishers provided all over installation? Check service date, nozzle, pin and accessibility.
10.	Are Fire alarms, ESD and FSD switches etc. adequate and in working condition? Whether ESD and FSD switches are pull knob type? Whether switch are distinctly painted in black and red colours.
11.	Whether platform has fireman's outfits? Are they stored properly?
12.	Are fire blankets available? Is their condition okay.
13.	Whether layout drawing showing location of ESD and FSD points, DCP skids/hose reels, fire/foam water hose reels, Halon 1301 system, portable Extinguishers and other FFE available? Where are these displayed? Are they adequate? Check that the FFE locations match as shown in the boards.
14.	Any other substandard (unsafe) condition:
4. Boat-landing Facilities	
1	Whether conditions of barge bumpers and boat fenders are okay?
2	Whether adequate number of jumping ropes of nylon material are available, are easily accessible and in good condition (at least 2 for each landing)?
3	Is the condition of railings and gratings okay?
5. Crane	
1	Has the crane received an initial inspection by a qualified inspector in accordance with API RP 2D?
2	Is the correct load rating chart for the crane configuration at the primary control station in accordance with API RP 2D?
3	Are the written reports on load tests prepared by a qualified crane inspector showing load test procedures and results when load tests are required in accordance with API RD 2D?
4	Is there a fire extinguisher of appropriate size and type kept in the cab or vicinity of the crane in accordance with API RP 2D?
5	Have static and dynamic load rating charts been established in accordance with API RP 2D?
6	Has the wire rope inspection been carried out in accordance with API RP 9A and reports available?
7	Are the limit switches of the crane functional?

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8	Are proper crane operating practices for attaching and moving the load posted near the crane? Is a poster of hand signals for crane posted?
9	Is the lighting in the cabin and on the boom okay?

6. Life Saving Appliances and Escape Routes

1.	Whether the “primary means of escape” through helideck and boat landing are clear of all obstructions and route is distinctly painted and is clearly identifiable?
2.	Whether “escape route” directional boards are adequately posted on the decks? Are the escape route markings clear?
3.	Whether all enclosed areas/rooms have “Exit” signs illuminated by DC power?
4.	Do the exits and escape routes have unrestricted access? Are the aisles and passage ways clear?
5.	Whether layout drawing showing location of life rafts, life buoys, escape ladders, scramble nets, helicopter rescue kits, first aid box, stretcher and other LSA available? Where are these displayed? Are they adequate? Check that the LSA locations match as shown in the boards.
6.	Whether inflatable Life rafts are available and their position displayed? Check expiry dates of life rafts. Are they placed in proper cradles and is the painter line tied? Check stowage height, if it has a launching mechanism, check it’s functioning. Is the launching procedure board posted nearby?
7.	Whether all the life buoy rings are available and 50% of the Life Buoys are with self-igniting lights? Check the buoy condition and the rope condition. Are they placed in proper cradles?
8.	Whether sufficient numbers of life jackets are available. Are they properly placed in weather-proof boxes in external areas? Check the life jackets and their boxes condition. (Should have whistle and self-igniting lights).
9.	Whether Scramble nets and Escape ladders are available near the life raft locations? Check their condition? Whether scramble net placed on cradle and tied? Whether Escape Ladders tied to proper supports?
10.	Is an appropriately stocked first aid box available on the platform? Is there a list of medicines/bandages available and a “how & when” to use booklet available? Whether medicines/bandages manufacturing date(s) are recent?
11.	Is the stretcher available on the deck? Is it properly placed and in good condition?
12.	Is there provision for washing eyes (eye wash shower or similar arrangement) provided in the area? Check its functioning and whether sufficient water pressure is available?
	Any other substandard (unsafe) condition:

7. Operating Procedure

1.	Do written operating procedures exist for the compressor operation? Do the procedures provide clear instructions for conducting activities safely and environmentally sound manner?
2.	Do the operating procedures address, as a minimum, the following: a) Initial Start-up? b) Normal operations? c) Normal Shutdown? d) Emergency shutdown including the conditions under which emergency shutdown is required? e) Internal corrosion control f) Product quality control including dehydration g) Fire and Gas detection and mitigating facilities.
3.	Do the operating procedures include operating limits that outline consequences of process deviation and steps required to correct or avoid deviations.
4.	Are operating procedures readily accessible to employees who work in, or maintain a process?
5.	Do all operating procedures bear the stamp of validity from a competent authority?

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8. Pre-start-up safety review

1.	Has a pre-start-up Health, Safety and Environmental review been carried out before commissioning? a) Is it documented? At what project stage(s) was the procedure applied?
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9. Safe work practices


1.	Have safe work practices been developed and implemented for employees and contractors to control hazards during operations such as: a) Lockout/ tag-out of electrical and mechanical energy sources? b) Confined space entry? c) Opening process equipment or piping? d) Control over entrance into a facility by maintenance, contractor, laboratory or other support personnel? e) Work at height f) Work that involves ignition and radiation sources?
2.	Are handling and storage of chemicals in line with MSDS?
3.	Is a Work Authorisation System an element of the safe work practices?
4.	Are raw materials, catalysts, and other process materials that could affect process safety identified?
5.	Does the procedure cover at least the following: a) The hot work permit is issued only the authorised personnel as per SMS Manual. b) The permit stands suspended at the end of each shift and needs to be revalidated. c) Continuous supervision necessary in case of identified hazardous activity. Are all permits closed as per the procedure?

10. Safety and Shutdown Devices

1	Check PSVs on equipment and other lines are lined up. Whether isolation valves of the PSVs have been locked as per P&ID?
2	Whether approved SAFE charts are available and logics have been checked as per the charts?
3	Randomly simulate and check if all downstream actions take place as per logic?
4	Whether ESD/FSD of NEW Platform has been hooked up with ESD/FSD system of existing Complex? Whether documentation is available?
5	Whether the supply and regulated pressure in Main and test separator SDP is okay?
6	Whether mainline PSHL is on-line and functional? Check other PSHL on individual flow lines, gas lift lines, test separator and fuel gas skid. Simulate signal and check for other actions as per logic provided.
7	Whether test separator level switches are on-line and functional? Simulate signal and check for other actions as per logic provided.
8	Check opening and closing of shutdown valves on mainline, gas lift lines, test separator and fuel gas skid.
9	Are all the vessels, driers, coolers etc. of the instrument gas skid lined up to supply good quality instrument gas?
10	Check PSV on test separator and other lines are lined up. Random checks for popping of PSV and inspect test records.
11	Check hydraulic oil in the main SDP
12	Are all pressure gauges, knobs and amot indicators in good condition?
13	Are the level/pressure transmitters and level/pressure switches in the test separator provided from the independent tappings?
	Any other substandard (unsafe) condition?

11. Training

1.	Is the Training Manual available?
2.	What are the new systems (different from the existing systems) in the project? Are all the operations and maintenance personnel trained in the new system?

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3.	What training methods were employed to ensure that the employee has the required knowledge skills, and abilities to safely carry out the duties and responsibilities as specified in the operating procedures?
4.	Is there a system of certifying in writing that the employee has understood the training?
5.	Are initial and refresher training records available? What is the periodicity of refresher training?
6.	Where applicable is documentation available for training as per the statutory requirement?
7.	How Training in Safe Work Practices is ensured?

12. Emergency Response and Control


1.	What kinds of emergencies are included in the Response Plan?
2.	Is Hazards Identification / Risk Assessment/Criteria for selection of Accidents Scenarios for Emergency Planning included in the Response Plan?
3.	Are organizational aspects are covered in the Response Plan?
4.	What Emergency Response Procedures are listed in the Plan?
5.	Whether available Infrastructure and Resources covered in the Emergency Response Plan document?
6.	In case of oil spill, are procedures for mobilization of resources documented?
7.	Is the medical evacuation procedures documented and all responsible personnel aware of their roles?
8.	What other vital data and information is included in the document.
9.	Are Mock Drills carried out? If so: <ul style="list-style-type: none"> a) How frequently? b) Have the Mock Drills been carried out regularly. If so are the reports readily available? c) How frequently are communication links tested? d) Are lessons learnt in mock drills / omissions / shortcomings properly recorded for corrective actions?
10.	Is the plan reviewed and updated?
11.	Where are copies of Emergency Response Plan available?
12.	Is Muster Roll available?
13.	In case the On-Site emergency turning into an Off-site emergency, are linkages to Off-site plan covered in the document?

13. Investigation of Accidents

1.	What is the procedure for reporting of accidents/ incidents? Is it documented?
2.	Is there a written procedure for investigating incidents/accidents?
3.	Have accident/incident investigation reports been prepared at the conclusion of the investigation?
4.	For how long are accident/incident investigation reports retained? Reports should be retained for minimum five years.

14. Personal Protective Equipment

1.	Are the PPE rules available and are part of the newcomer orientation?
2.	Is the supply and availability of the required PPE adequate?
3.	Is the quality of the PPE issued satisfactory and fit for purpose?
4.	Are all the available PPE maintained as per their requirement?
5.	Check the compliance to usage of the following PPE: <ul style="list-style-type: none"> a) Clothing (use of cotton overalls) b) Eye and Face Protection (goggles, face shields etc.) c) Head Protection (Helmets) d) Foot Protection (Safety Shoes) e) Hand Protection (Hand gloves) f) Hearing Conservation (Ear plugs, muffs) g) Protection in irrespirable/toxic atmospheres (SCBA, masks, canisters) h) Fall Protection (Safety belts, harness, work vests)

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6.	Are the records of issue and availability of PPE maintained?
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15. Audit of HSE Management System Elements


1.	Is there a system of periodic internal audit of the Safety, Health and Environment Management System?
2.	Are the internal audit procedures documented?
3.	Are reports of the audit findings developed?
4.	To what management levels are the audit reports circulated?
5.	What is the system to address the audit findings?
6.	What is the frequency of internal audit?
7.	For how long are past internal audit reports retained?
8.	What is the system of regular external Audit?

16. Contractor Safety

1.	How is it ensured that a competent person has been assigned as contract coordinator?
2.	Is the contract competence of contractor checked before permitting the work to start? Procedure to ensure the following: <ul style="list-style-type: none"> competence of contractor's supervisor competency of worker skill of contractor supervisors Carry out checking of the machinery and materials before permitting the contractor's activity?
3.	Is an Execution plan prepared?
4.	Whether the coordinator hold daily meeting to review the progress and effectiveness of contractor's HSE system.
5.	Is there a system to ensure that coordinator receives the timely reports?
6.	Do coordinator in unforeseen circumstances provide support, advice, consent to contractor?
7.	Is there a system for inspection of contractor work sites after completion of work to ensure clean up?

17. House Keeping

1.	Whether the area has enough curbs, gutters, drains and are they connected properly to deck drains? Are they sufficient to collect: <ul style="list-style-type: none"> All discharges from equipment Sanitary waste including the waste from baths, showers, sinks, wash bowls, laundry, toilets and urinals.
2.	Are all the drains clear and covered?
3.	Is the sump caisson available and operational?
4.	Are all the material in proper location? Are all the material, chemical barrels and compressed gas cylinders properly segregated? Is the stacking of material stable? Is the condition of stored materials okay? Are the stored material and cylinders protected? Are the barrels and compressed gas cylinders stored upright? Are the markings on containers clear? Are MSDS of all chemicals available at handling areas? Are the compressed gas cylinders properly secured? Are the protection caps of compressed gas cylinders fitted?
5.	Whether the area is equipped with waste/dustbins?
6.	Is there no oil spillage?
7.	Are there no leakages from the pumps and lines?
8.	Whether good housekeeping is maintained?
	Any other substandard (unsafe) condition:

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18. Communication and Identification

1.	Whether navigational obstruction lights(s) provided? Are they functioning?
2.	Are the obstruction lights on the A-frame and boom of cranes functional?
3.	Whether fog horns are provided?
4.	Are the platform name-boards for identification by boats posted in appropriate size and are adequate in number?
5.	Are equipment name boards for identification provide in appropriate size and provide necessary information?
6.	Are the paging stations provided in the area? Are they working properly?
7.	Is the (Titan) phone available? Is it working? Is a list of all emergency numbers posted?
	Any other substandard (unsafe) condition:

19. Other Physical Conditions

1.	Has noise mapping of the new modification carried out? Are the high noise areas demarcated by posting of boards or posters?
2.	Inspect the first aid facilities available in the infirmary? Confirm whether all first aid and critical (lifesaving) drugs, oxygen cylinders, stretchers are available? Is the person taking care of the infirmary sufficiently qualified to handle emergencies?
3.	Is the condition of gratings, railings and chequered plates okay? Whether all handrails, gratings for treads on stair case (from cellar deck to spider deck), spider deck & boat landing are of prescribed material? Is the paint condition good?
4.	Whether deck plating on cellar deck, main deck, battery room, switchgear room and helideck checked for undulation?
5.	Are unused scaffoldings removed? Is the integrity the scaffoldings in use okay?
6.	Is the lighting adequate? Are flameproof covers of external lights intact?
7.	Is the condition of doors and windows okay?
8.	Are the ladders and climbing devices condition okay? Are the stairs clean and their condition okay?
9.	Is the condition of electrical wires & cords okay? Are the grounds okay? Are all the electrical connections okay? Is the condition of cable trays okay?
10.	Is the pressurization of enclosed areas okay? Is the temperature and ventilation in enclosed areas okay?
11.	Are the rotating parts & gear devices guarded? Are the couplings and belt guards in place?
12.	Are the line painted? Is there no rust on the lines?
13.	Is the color coding adequate? Is the color coding proper? Are the color codes clear?
14.	Are all switches & knobs marked and clearly identifiable? Is the condition of gauges & indicators okay?
15.	Is the condition of fire retardant walls okay? Is the condition of gauges & indicators okay?
16.	Are the emergency lights adequate and operations?
17.	Are automatic fire closure devices of doors, shutters and ventilators operational?
18.	Are the insulations of lines requiring them done and okay?
	Any other substandard (unsafe) condition:

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APPENDIX-C-4

PROFORMA FOR CERTIFICATE OF APPROVAL

1. Name of the Client : Oil & Natural Gas Corporation Limited

2. Name of the Project : **Pipeline Laying Project**

3. Scope of the Project:

The scope of this tender is to replace some submarine pipe lines from riser to riser and some are to be replaced from pig barrel to pig barrel along with top side modifications including hooking up in the manifold on originating & terminating platform for these pipelines and part/sectional replacement of some segments along with new pipelines segments in Mumbai High; MH Asset's fields. Under this tender about 29 kms (approx.) for 07 Pipeline segments is in the scope of work. In addition to this, Replacement of Risers & Removal of Risers.

The detailed scope of work under this tender is covered in the subsequent sections of the Bid Document. For detailed Scope of work, refer Volume II Technical bid Package of the Tender.

4. Location : Western Offshore, Mumbai

5. Name of the Contractor :

6. Execution Period :

i. Design :

ii. Fabrication :

iii. Offshore Installation :

iv. Hook-up, commissioning :

7. Date of Commissioning :

8. Fabrication yard(s) :

9. Name of Barges/Hook-up vessels :

10. Scope of Inspection & Certification :

i. During detailed engineering :

ii. During procurement :

(List of equipment inspected along with Release Notes and Category of equipment to be annexed to this Certificate)

iii. During fabrication :

iv. During installation :

v. During pre-commissioning /comm.. :

11. Recommendations for Operation :

& Maintenance & periodical inspection
Schedule for structures, equipment,
Pipelines/ Cable and risers, major safety
Equipment & systems

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12. Design life as per Bid Package : **25 years**

13. Certificate :

It is certified that the pipelines, risers and associated facilities have been designed, fabricated, installed and commissioned in accordance with the approved ONGC's specifications and Design Criteria, Detailed Engineering documents and drawings and as per the approved procedures for fabrication, installation and testing hook-up, pre-commissioning and commissioning (as applicable) for the intended design life of **25 (Twenty Five)** years stipulated in the Bid Package subject to compliance of stipulations given in the recommendations above.

14. Validity of Certificate: This certificate of approval is valid for a period of **5 years** initially from the installation dates given above for the respective platforms.

15. List of joints with estimated fatigue life less than 100 years (In annexure)

16. Next Date of Revalidation :

_____ :

_____ :

Pipelines/Cable and Risers :

(Authorized signatory of Inspection & Certification Agency) Seal and Date

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APPENDIX C-5

Information to be furnished for Pollution Control

1. Name of the Project :
2. Name of Contractor :
3. Name of the Barge/location :
4. Type of the Barge : Derrick Lay Barge / DSV / Hook-up cum accommodation work barge / Workboat
5. Do the barge have the Incinerator :
6. If yes, type of Incinerator : Furnace Type / Bracket Type
7. Whether the Incinerator is functional : Yes / No
8. Date of last certification of incinerator :
9. Does the barge has solid Waste Management Register:

Date :

Place of Barge :

Signature :


Name :

Designation :

Signature :

Name :

Designation :

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APPENDIX-C-6

COMMISSIONING PLAN

In order to minimize loss / damage to equipment during transportation, installation till pre-commissioning / commissioning of **Pipeline Laying Project**, the following should be included in the firm scope of work:

- i. Pre-commissioning activities shall be undertaken along with commissioning.
- ii. Suitable protection covers shall be provided for various equipment at fabrication yard before load-out / sail out. These covers shall be removed prior to commissioning of the platforms. The list of equipments / instruments to be protected shall be finalized during detailed engineering.
- iii. Small valves, fittings, instrument items which are likely to get damaged / pilfered should be installed offshore at the time of pre-commissioning / commissioning.
- iv. Loose material shall not be kept on the platform. The same shall be transported and installed during hook-up, pre-commissioning and commissioning of the platform.
- v. The contractor shall clean up all chemical and hydrocarbon spillage etc. before commencing the work of pre-commissioning / commissioning. It shall be contractor's sole responsibility to make all equipments / vessels operative.
- vi. Removed protective covers etc. and surplus material, if any, on the platforms shall be cleared and suitably transported and disposed off.

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APPENDIX-C-7

Proforma for Contractor's Progress Report

WEEKLY REPORT

Technical Problems Review Report (TPR)

- PROJECT :
- PLACE OF ISSUE :
- WEEK REPORTED :
- A) MAJOR TECHNICAL PROBLEMS
ENCOUNTERED DURING THE WEEK :
- B) DECISION AWAITED :
- ONGC/CONSULTANT
- CONTRACTOR
- CERTIFICATION AGENCY
- C) DATA REQUIRED
- D) DETAILS OF ANY PROBLEMS
PRESENT OR ANTICIPATED :
- E) PROGRESS (WEEKLY & CUMULATIVE) SCHEDULE ACTUAL
- F) FACILITIES COMPLETED : SCHEDULE ACTUAL
- G) VESSEL MOBILIZATION DETAILS
- Name of vessel / Vessel mobilization period
- H) MOD / MOHA DETAILS OF VESSELS

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WEEKLY REPORT

WEEKLY PROGRESS REPORT (WPR)

PROJECT : DATE OF PROJECT START:
PLACE OF ISSUE : SCHEDULE COMPLETION DATE:
WEEK REPORTED : PROJECT COST:

A) OVERALL PROJECT PROGRESS (%)

PROGRESS	SCH. (%)	WEEK ACT. (%)	CUMULATIVE PROG. SCH. (%)	ACT. (%)
----------	----------	---------------	---------------------------	----------

I. ENGINEERING

- STRUCTURAL
- PIPING
- MECHANICAL EQUIP.
- INSTRUMENTATION/ELECTRICAL
- PROCESS
- UTILITIES
- SUBMARINE PIPELINE
- RISERS
- TOTAL

II. PROCUREMENT

- STRUCTURAL
- PIPING
- MECHANICAL EQUIP.
- INSTRUMENTATION/ELECTRICAL
- PROCESS
- UTILITIES
- SUBMARINE PIPELINE
- RISERS

TOTAL

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III. FABRICATION

- JACKET
- PILES
- DECK STRUCTURE
- PIPING
- EQUIPMENT
- SUBMARINE PIPELINE
- RISERS
- TOTAL

IV. INSTALLATION

- JACKET
- PILES
- DECK STRUCTURE
- PIPING
- EQUIPMENT
- SUBMARINE PIPELINE
- RISERS
- TOTAL

V. HOOK-UP, TESTING, PRE-COMMISSIONING & COMMISSIONING (WHEREVER APPLICABLE)

- NEW WELL PLATFORMS
- SUBMARINE PIPELINE
- RISERS
- TOTAL

B) ACTIVITIES OVER DUE FOR START WITHIN SEVEN DAYS OF LATEST START DATE

- NODE
- ACTIVITY
- DAYS BEFORE LATEST START DATE

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- REASONS FOR BEHIND SCHEDULE
- ACTION TAKEN OR REQUIRED TO BE
- TAKEN TO RECOVER CRITICAL DAYS

C) PROBLEMS ANTICIPATED WHICH COULD DELAY SCHEDULE:

D) MILESTONES COMPLETED DURING FORTNIGHT:

E) FINANCIAL MATTERS

i) CHANGE ORDERS

- SORTED OUT AT SITE :
- NEED DECISION :

ii) FINANCIAL REPORT

- INVOICES RECEIVED (AMOUNT)
- INVOICES AUTHORISED FOR PAYMENT (AMOUNT)
- CUMULATIVE PAYMENTS
MADE TO DATE

ANNEXURES TO THE WEEKLY PROGRESS REPORT

1) DETAILED ITEMWISE PROGRESS BREAK-UP

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MONTHLY REPORT AND GUIDELINES

MONTHLY PROGRESS REPORT

I. CONTENTS:

A) INTRODUCTION:

SHOULD INDICATE THE BROAD ACTIVITIES OF THE PROJECT DURING THE MONTH REPORTED AND ANY NECESSARY INFORMATION NECESSARY FOR LINK UP WITH PREVIOUS MONTHS REPORTED ACTIVITIES.

CPM DIAGRAM, REVISED IF NECESSARY.

START DATE AND SCHEDULED COMPLETION DATES.

B) PROGRESS SUMMARY:

SUMMARY SHOULD INDICATE MAJOR WORKS DONE DURING THE MONTH AT VARIOUS WORKS CENTRES OF THE PROJECT COVERING ACTIVITIES SUCH AS DESIGN, ENGINEERING PROCUREMENT, FABRICATION, INSTALLATION, TESTING, PRE-COMMISSIONING ETC.

C) OVERALL PROGRESS SUMMARY:

D) INFORMATION/ACTION NEEDED FROM THE CLIENT:

E) AREA OF CONCERN:

- DETAILS OF PROBLEMS ENCOUNTERED DURING THE MONTH AND REMEDIAL MEASURES TAKEN.
- ACTIVITIES DELAYED AND SUGGESTED MEASURES FOR CATCHING-UP.
- PROBLEMS ANTICIPATED WHICH COULD DELAY THE PROJECT AND SUGGESTED REMEDIAL MEASURES.

F) OVERALL PROGRESS STATISTICS:

INDICATING WEIGHTED VALUES OF ACTIVITIES, THEIR SCHEDULED PROGRESS COMPARED WITH ACTUAL PROGRESS, ALSO CUMULATIVE/ ACTUAL PROGRESS AGAINST SCHEDULED PROGRESS.

G) STATUS OF MILESTONES DUE DURING CURRENT PLUS THREE MONTHS

FOR EACH MILESTONE, FOLLOWING DATE SHOULD BE FURNISHED:

SCHEDULE DATE

LAST ALLOWABLE DATE

ANTICIPATED DATE

REMARKS

II. ANNEXURES:

1. PROJECT PROGRESS TRENDS:

SHOULD INCLUDE:

PROJECT MILESTONE CHART

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DETAILED PROGRESS ACTIVITY, PROGRESS/CURVES (SEPARATELY FOR EACH ACTIVITY, SUCH AS DETAILED ENGINEERING, PROCUREMENT, FABRICATION, INSTALLATION ETC.)

OVERALL PROJECT PERT-CPM CHART

OVERALL ACTIVITY WISE PROGRESS `S` CURVES

2. STATUS REPORTS:

CHRONOLOGICAL ACHIEVEMENT OF EVENTS

DOCUMENTS/DRAWINGS APPROVAL STATUS (AS PER ATTACHED PROFORMA)

EQUIPMENT PROCUREMENT (AS PER ATTACHED PROFORMA)

BULK MATERIAL PROCUREMENT STATUS

ANY OTHER POINT FOR REPORTING

THE MONTHLY REPORT TO BE ISSUED BY CONSULTANT/CONTRACTOR IN THE ABOVE FORMAT.

THE REPORT SHOULD REACH ON OR BEFORE 5TH OF THE FOLLOWING MONTH.

3. LIST OF CHANGE ORDERS INITIATED, IF ANY, WITH ITS IMPACT ON COST/TIME.
4. COPIES OF IMPORTANT CORRESPONDENCE BETWEEN COMPANY/CONTRACTOR
5. COPIES OF MINUTES OF MEETING BETWEEN COMPANY AND CONTRACTOR.
6. INVOICING AND PAYMENT STATUS.

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**WEEKLY PROGRESS REPORT WEEK ENDING
(DURING HOOK-UP, PRE-COMMISSIONING AND COMMISSIONING)**

SCHEDULE DATE OF COMPLETION:

PROJECT BARGE DATE TIME WEATHER

DISTRIBUTION

ONGC/CERTIFICATION AGENCY – REPS. AT SITE.

A) HOOK-UP STATUS

SL. NO.		UNIT	TOTAL	WEEKLY SCH. ACT.	CUMULATIVE SCH. ACT.	
1.	PIPING : WELDING JOINTS X-RAYS STRESS RELIEVING HYDROTEST PKG HEAT TRACING INSULATION	INCH DIA INCH DIA JOINTS NOS. MTS. MTS.				
2.	ELECTRICAL: CABLE TRAYS CABLE LAYING CABLE CONNECTIONS	MTS. MTS. MTS. NOS.				
3.	INSTRUMENTATION CABLE TRAYS TUBING INST.INSTALLATION CALIBRATION	MTS. MTS.. NOS.				
4	SUBMARINE PIPELINE	NOS. MTS.				
5.	SUBMARINE CABLE	NOS. MTS.				

4. MANPOWER DEPLOYED AGAINST SCHEDULE

5. SAFETY REPORT

B) PRE-COMMISSIONING/COMMISSIONING

	UNIT	TOTAL QTY.	SCH.	WEEKLY ACT.	CUMULATIVE SCH.	ACT.
i)	EQUIPMENT/ VESSELS/TANKS	NOS.				
ii)	FUNCTIONAL TEST	NOS.				

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iii) SIMULATION NOS.
CHECK FOR
SYSTEM

C) REMARKS IF ANY:

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DAILY PROGRESS REPORT

(DURING HOOK-UP AND PRE-COMMISSIONING)

PROJECT	BARGE	DATE	TIME	WEATHER
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DISTRIBUTION

ONGC/CERTIFICATION AGENCY – REPS. AT SITE.

- A) WORK STATUS:
 - (a) PIPING
 - (b) ELECTRICAL
 - (c) INSTRUMENTATION
 - (d) EQUIPMENT
 - (e) STRUCTURAL
 - (f) MISC.
 - (g) MAN POWER DEPLOYED DISCIPLINE-WISE
 - (h) SAFETY REPORT
 - (i) VENDOR REPS. – STATUS ETD/ETA
- B) DECISION AWAITED
- C) PROBLEMS IF ANY
- D) SCHEDULE OF ACTIVITIES FOR NEXT 48 HRS.

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ANNEXURE – 1 TO PROGRESS REPORT

I. INTRODUCTION

(GIVE BRIEF SUMMARY OF SCOPE OF WORK AND TARGET DATES).

II. EXECUTIVE SUMMARY

(GIVE BRIEF SUMMARY OF WORK DONE DURING THE PERIOD).


III. AREAS OF CONCERN

(MAJOR ISSUES WHICH MAY DELAY THE PROJECT. THIS SECTION SHALL INCLUDE CONTRACTOR'S RECOMMENDATIONS FOR REMEDIAL MEASURES).

IV. PROGRESS STATISTICS

(DISCIPLINE WISE PERCENTAGE PROGRESS STATISTICS WEIGHTAGES TO BE DISCUSSED WITH COMPANY FOR EACH DISCIPLINE)

V. LIST OF PROBLEMS/HOLD-UPS.

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ANNEXURE – 2 TO PROGRESS REPORT

EQUIPMENT PROCUREMENT STATUS

SL. NO. OF ITEM	DESCRIPTION	QTY. NO.	P.O. DATE	VENDOR NAME & ADDRESS	DATE OF ARRIVAL AT SITE	CARRIER NAME	REMARKS
			SCH. ACT.		REQD. ACTUAL		

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ANNEXURE – 3 TO PROGRESS REPORT

PROFORMA FOR

DOCUMENT STATUS LIST

(APPLICABLE TO SPEC./DRAWINGS INCLUDING VENDOR DRAWINGS)

(TO BE MADE ENGINEERING DISCIPLINE WISE)

SL. NO.	TITLE	SCH. DATE	SUBMIT RETURN	PROGRESS				APPROVAL DATE	REMARKS
				REV 0	REV 1	REV 2	REV 3		

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ANNEXURE – 4 TO PROGRESS REPORT

(LIST OF CHANGE ORDERS)

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ANNEXURE – 5 TO PROGRESS REPORT

(COPIES OF IMPORTANT CORRESPONDENCE BETWEEN COMPANY/CONTRACTOR)

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ANNEXURE – 6 TO PROGRESS REPORT

(INVOICING & PAYMENTS STATUS)

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Appendix C-8

Standard DCI/MCI attached separately.

Appendix C-9

HSE Audit Checklist attached separately.

Appendix C-10

Marine Audit Checklist attached separately.

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Appendix C-11

FORM NO. 10F

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

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

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

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

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

Signature.....

Name.....

Address.....

Permanent Account No.....

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Verification

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

Verified today theday of.....

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

Place.....

Notes:

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


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Appendix –C-12

Undertaking from bidder for complying the requirement given from Appendices C-1 to C-10.

Bidder undertakes for complying the requirement given on Appendix C-1 to C-10

Authorized Signatory of Bidder
Seal of Bidder

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Appendix C-13
Proforma for raising Prebid Queries

ONGC Logo

Bidder's Logo

Project Name:

Bidder's Name:

Tender No:

Type of Query: TQ/CQ

Date:

Batch No/Lot No.

S. No.: From..... To.....(TQ), From..... To.....(CQ),

A. For TQ

S. No.	Referred Clause/Section/Page No. in Bid Document	Query from Bidder.
1T		
2T		
3T		
4T		
5T		
6T		
7T		

B. For CQ

S. No.	Referred Clause/Section/Page No. in Bid Document	Query from Bidder.
1C		
2C		
3C		
4C		
5C		
6C		
7C		
8C		

C. Note:

1. Bidder to check reply to query in the FAQ provided in Tender Appendix B-17. Bidder is advised not to raise any query for which reply is already provided in FAQ.
2. Bidder to raise query separately for each type and will not mix-up.
3. Bidder to maintain S. No. of their queries from starting to end such as 1T, 2T, 3T..... for Technical queries, and 1C, 2C, 3C..... for Commercial Queries, which will be maintained for every subsequent batch to maintain continuity. For example, if there were 10TQs, and 4CQs queries in the first batch, the S. No. for the next batch will start from 11 for TQ, and 5 for CQ.
4. In order to make any reference, bidder/ company shall refer any particular query with S. No. only.
5. The font for raising query shall be Microsoft Word Tahoma-10.

-----XX-----