

BID MATRIX

Tender no. ZW1PC26001 for Pipeline Laying Project

DESCRIPTION	Bidder to Indicate Confirmed/Not Confirmed
SECTION - A: CRITERIA FOR ACCEPTANCE OF BIDS The following requirements shall be strictly complied with by the bidder failing which the bid will not be considered:	
A-1) COMMERCIAL 1) Bids should be submitted under Two Bid System as per Clauses 10.0 and 11.0 of Part- I of Volume- I of Bidding Documents. 1.1) Bidders should not indicate/ disclose prices in techno-commercial (un-priced bid). In case bidders indicate / disclose prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid, their bids shall be evaluated without giving any cognizance to such prices. Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only. If the bidder has indicated / disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price-bid, but has not indicated any price in its Price Bid, its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.	
2) Acceptance of terms and conditions: The bidder must submit an undertaking along with their techno commercial bid that all instructions and conditions of tender document as well as the instructions contained in the web site https://etenders.gov.in are acceptable to them unconditionally.	
3) Bid along with all appendices and copies of documents (except copies of the documents required in physical form) should invariably be submitted through GePNIC-CPPP (https://etenders.gov.in) portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.	

<p>The password protected e-bids (Techno-commercial/ Price bids), which require the password to open the file, will not be considered.</p> <p>The Techno-commercial bid shall contain all details without indicating prices of the quoted items. However, a suitable response shall be selected of the given options against each item of the format at Appendix A-2 & Appendix A-3 (Bidders Response Sheet) to indicate that there is a quote against that item in the Price Bid/BOQ. The Price bid shall contain only the prices duly filled in the on-line price format of GePNIC-CPPP (https://etenders.gov.in). The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.</p> <p>However, the following documents should be submitted in physical form, in a sealed envelope super-scribed as "Physical documents against e-procurement Tender Reference Number, Tender ID....., due on To be opened by Tender Opening Officers at 15.30 Hrs. on due date for opening of bid" [Documents should reach the purchaser's office on or before 15:00 Hrs. of the closing date specified for submission of bid through GePNIC-CPPP. Wherever any other time for receipt/ opening of documents have been specified in the tender document, same should be appropriately indicated/ followed in place of 15.00 Hrs. / 15.30 Hrs.]: Original Bid Security</p> <p>(i) (Applicable only in case bid security is submitted in the form of SFMS BG/Insurance Surety Bond. The envelope contains only the SFMS BG/Insurance Surety Bond should be superscribed on the face of the envelope. Not applicable in case bid security is submitted via NEFT/RTGS/Electronic fund transfer or e-BG).</p> <p>The original SFMS BG towards bid security (along with SFMS delivery report /message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. ONGC's bank) or the original Unconditional Irrevocable Insurance Surety Bond towards bid security.</p>	
<p>3.1) The lump sum prices shall be quoted by the bidder as per Appendix A-2 and the breakup of the same shall be submitted as per Appendix A-3 as provided in tender documents (under Finance cover). Priced bid i.e. Appendix A-2 and Appendix A-3 in Excel (.xls) sheet, should be loaded as attachment in the Finance cover on GePNIC-CPPP (https://etenders.gov.in). Bidders shall necessarily use the same Excel sheet (.xls) for price bid (Appendix A-3). The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.</p>	
<p>3.2) Bidder shall comply with Government Policy for providing preference to Domestically Manufactured Iron & Steel products (DMI&SP), notified vide Gazette of India No. CG-DL-E-26052025-</p>	

<p>263378 dated 26.05.2025 [G.S.R. 341 (E)] and further amendments / notifications.</p> <p>Bidders are required to confirm acceptance to the conditions of the Policy. Offer of bidders who shall comply with all the provisions specified under clause No. 49.0 of ITB and <u>shall submit all the undertakings</u> and documents applicable for this policy shall only be accepted.</p>	
<p>3.3) 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.</p>	
<p>4) Bid will not be considered for evaluation where bidder /supporting company/ultimate controlling company/JV partner/Consortium Partner is undergoing an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof) or, in case of an international bidder, is undergoing any proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction, as on actual techno-commercial bid opening date.</p> <p>In case a bidder /supporting company/ultimate controlling company/JV partner/Consortium Partner is undergoing or gets admitted to an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof) or in case of an international bidder, is undergoing or gets admitted to any proceedings for resolution of bankruptcy /insolvency, or is declared as bankrupt/insolvent by concerned court/authority of relevant jurisdiction, prior to or during Tender evaluation stages, then such bids will be rejected.</p> <p>Note: Rejection of bid in case Supporting company/ultimate controlling company shall be applicable wherever bidding entity seek the support (Technical or Financial) in the tender.</p>	
<p>5) Offers of following kinds will be rejected:</p>	
<p>a. Offers made without Bid security (Earnest money deposit/ Bank Guarantee/Insurance Surety Bond) (Refer Clause 17 of Instruction to Bidders)</p>	
<p>b. Offers not submitted in e-form through GePNIC-CPPP (https://etenders.gov.in).</p> <p>c. Offers made by Agents/ Consultants/Retainers/Representatives / Associates of foreign principals.</p>	

d.	Offers which do not conform to unconditional validity of bid for 120 days from the date of opening of bid.	
e.	Offer where prices are not firm and/ or with any qualifications.	
f(i)	Offers which do not conform to ONGC's 'online price bid format' as given in the GePNIC-CPPP.	
f(ii)	Offers which do not conform to filling of all relevant fields in the online bidding format for the items quoted by them.	
g.	Offers which do not conform to the completion period indicated in the bid document.	
h.	Non submission of Integrity Pact with the bid, duly signed by the same authority who signs the bids even after giving an opportunity after opening of techno-commercial bids.	
i.	Offers of the bidders violating the provisions of Integrity pact.	
j.	Offers and all attached documents not 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.	
k(i).	Offers not 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'	
k(ii).	Offers not 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.	
l.	Offers not accompanied with a copy of valid GST registration certificate under GST Legislations of India. In case of foreign bidders, if GST registration certificate is not available at the time of submission of bid, the bidder shall submit an undertaking to provide copy of the same at least two weeks before submission of first invoice.	

m.	Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates/ information submitted by them against the tender are genuine.	
n.	Offers not accompanied with an undertaking to provide all the necessary compliances /Invoice /documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit.	
o.	Password protected e-bids (Techno-commercial / Price bids), which require the password to open the file.	
p.	Offers not meeting the requirements of the Policy for providing preference to domestically manufactured Iron & Steel Products (DMI&SP) of Govt. of India as per BEC clause 24.2.	
q.	Offers not accompanied with a 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 (or any amendments thereof)/ proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction in respective country.	
r)	Offers not accompanied with an undertaking for the compliance of Technical BEC Clause No. A2-Sl. No. 13 regarding for providing Preference to Domestically Manufactured Electronic Products (DMEP) in Government procurement.	
6)	Bidder must confirm unconditional acceptance of the Milestone Payment formula (Appendix A-10) and submit duly filled in along with un-priced bid.	
7)	Indian agent is not permitted to represent more than one foreign bidder (supplier / manufacturer / contractor) in a particular tender. In case an Indian agent represents more than one foreign bidder (supplier / manufacturer / contractor) in a particular tender, then offers of such foreign bidders (suppliers / manufacturers / contractors) shall be rejected in that tender.	
8)	Personnel Taxes.	

<p>Bidder must agree to bear all personnel taxes as may be imposed on his employees and the employees of his sub-contractors, vendors, back-up consultants, consortium/joint venture partner(s)etc., on account of their association with or for performance of work in India.</p>	
<p>9) Corporate Tax</p> <p>i)Indian bidders and consortium led by Indian bidder must agree to bear corporate tax, which may be levied on the Contractor, their consortium / joint venture partner (s), sub-contractors, back-up consultants, etc.</p> <p>ii) Foreign Bidders must agree to bear corporate tax, which may be levied on the Contractor, their Indian Consortium/joint venture partners, sub-contractors, vendors, agents / consultants /retainers, etc.</p> <p>iii)In case of foreign bidder, corporate tax will be deducted at source from each invoice as per instructions / orders of Government of India/Indian Tax Authority. The Contractor and/or his subcontractors etc. shall comply with the provisions of Indian Income Tax act as applicable from time to time.</p>	
<p>10) Unconditional acceptance of "Alteration/Variation" as per Clause 8.1 of Part-II of Volume-I of Bidding Documents.</p>	
<p>A-3 FINANCIAL:</p>	<p>Bidder to indicate Confirmed/Not Confirmed</p>
<p>A-3) FINANCIAL: All the below mentioned applicable criteria shall be met by the bidders:</p> <p>1.0 Turnover of Bidders: INR 1,306,83,56,324 or more.</p> <p>2.0 Net-worth of Bidder: Positive</p> <p>In case of negative net worth of CPSE bidder in which not less than 51%(Fifty One percent) of the paid-up share capital is held by the Govt of India, then in lieu of positive net-worth, such CPSE bidder shall submit the following:</p>	

<p>(i) An undertaking from its Company Secretary that not less than fifty-one per cent of the paid-up share capital of the company is held by the Government of India.</p> <p>(ii) Confirmation that negative net worth will not affect their performance in the successful execution of the contract.</p> <p>(iii) A 'Letter of Comfort' from a PSU bank that such CPSE (Bidder) is financially able to mobilize the requisite funds for the successful execution of the contract and that the Bank will provide financial assistance in this regard as required by such CPSE (Bidder).</p> <p>3.0 Working Capital: INR 392,05,06,897 or more.</p> <p>*Methodology for ascertaining current liabilities and current assets shall be consistent with IFRS / IND AS standards (Statutory Auditor/Practicing Chartered Accountant or equivalent may take note of this while certifying financial criteria compliance of bidder).</p> <p>In case the financial statements of the bidder are in currencies other than INR, the closing currency exchange rate as prevailing on the date of publication of NIT as per "Daily" Closing exchange rate published on Thomson Reuters internet site https:// in.reuters.com/markets/currencies, upto three places of decimal, shall be considered for converting it into INR. The exchange rates presently appearing on the right-hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day.</p>	
<p>NOTES:</p> <p>AA) Bidder can either be a single entity which includes Incorporated Joint Venture or a consortium</p> <p>In support of meeting the financial parameters stated above, the bidder is required to submit a certificate of meeting financial criteria containing the value of each financial parameter as per tender from its Statutory Auditor or Practicing Chartered Accountant based on its Audited Standalone Annual Financial Statement which shall be the basis for meeting the requirement under Financial Criteria. 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. The Certificate from its Statutory Auditor or Practicing Chartered Accountant should be in the format at Appendix B-13 of Part-III Appendices of tender document.</p>	

In case Audited Standalone Annual Financial Statement is not required as per Statue of the applicable Country, the Bidder may submit Audited Annual Consolidated Financial Statement. However all financial parameters should be met by Annual Financial Statements either on Standalone or Consolidated basis e.g. meeting one parameter of Financial Criteria based on standalone Annual Financial Statement and another on basis of Consolidated statement, or standalone Annual Financial Statement for one year and consolidated Annual Financial statement for another year is not acceptable.

- a) Statutory Auditor or Practicing Chartered Accountant shall also indicate in the certificate that the certificate is issued based on the Audited Standalone Annual Financial Statement /Audited Consolidated Annual Financial Statement (To specify clearly either standalone or consolidated) and shall consider the following for certifying the parameters:
- i) 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 from the Practicing Chartered Accountant or equivalent to this effect.

- ii) 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 date (i.e. the financial year closing date) of the immediate previous year's **Audited Standalone Annual Financial Statement/ Audited Consolidated Annual Financial Statement (To specify clearly either standalone or consolidated)** 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).

The amount of Sales Taxes, Goods and Service Tax and Value Added Taxes will not be included in the turnover of the bidder.

- iii) 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".

Further, 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** for the purpose of calculation of Net-worth, should not be older than twenty four (24) months from the bid closing date.

- iv) Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's **Audited Standalone Annual Financial Statement / Audited Consolidated Annual Financial Statement**. 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** for the purpose of calculation of Working Capital, should not be older than twenty four (24) months from the bid closing date.

If the bidder's working capital is inadequate in meeting the tender requirements, then the bidder can make good this shortfall through a line of credit confirming the availability of unutilized line of credit for meeting the entire quantum of shortfall in the Working Capital and not limited to the Working Capital required for the tender from his banker, through a letter specifically mentioning the tender number as per enclosed format at Appendix B-29 of Part-III Appendices of tender document. 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.

- v) Any certification or document required to be 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>.

BB) Wherever the consortium bids are allowed and the bid is from a Consortium, the bidder is required to provide Memorandum of Understanding (MOU) executed by the consortium partners in the un-priced bid. The MOU should indicate the scope of work to be

<p>performed by the respective consortium members expressed as percentage of bid value. Each consortium partner should themselves individually meet the financial criteria parameters namely turnover and working capital in proportion to the percentage of work to be performed by them subject to minimum of 50% of the required amount shown against criteria of Turnover and Working Capital for the leader of the consortium and 20% for other members of the consortium. The Net Worth has to be individually met by all consortium members as prescribed above. Support from parent/supporting company is not allowed to meet the financial criteria</p> <p>Bidder (all Consortium partners) has to submit certificates form Statutory Auditor or Practicing Chartered Accountant as per guidelines at para AA at Note above.</p>	
<p>CC) A bidder (other than consortium and Incorporated Joint Venture) which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of a Supporting Company provided each of the following conditions are fulfilled:</p> <ol style="list-style-type: none"> 1. The bidder is supported by a supporting company which holds more than fifty percent of the paid up equity share capital of the bidder either directly or through intermediate subsidiaries. 2. The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC. 3. Supporting Company shall furnish additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Appendix B-19 of Part-III Appendices of tender document. <p>In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company holds more than 50% paid up equity share capital of the bidder either directly or through intermediate subsidiaries.</p> <p>In such case, the bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p> <ol style="list-style-type: none"> 4. In such cases, all applicable financial parameters viz. Turnover, Net-worth, Working Capital of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation. 	

Following documents to be submitted by the bidder, along with its techno commercial bid, in case it is taking financial support from a supporting company:

- a) A certificate from Statutory Auditor or Practicing Chartered Accountant as per guidelines at para AA at Note above towards financial parameters.
- b) A Corporate Guarantee from the supporting company in the prescribed format at Appendix B-20 of Part-III Appendices of tender document.
- c) A certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding company to establish the relationship and equity percentage holding between bidder and the supporting company.
- d) Authorisation letter from one of the Directors of Supporting Company authorising the signatories to execute the corporate guarantee, (duly certified by the Company Secretary of the Supporting Company).
- e) Undertaking shall be given by Supporting Company to submit additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Appendix B-19 of Part-III Appendices of tender document.

Note:

- 1) In case Supporting company fails to submit Bank Guarantee as above, EMD/SD submitted by the bidder shall be forfeited.
- 2) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the contractor, the PBG provided by supporting company shall be invoked by ONGC due to non-performance of the contractor.

The above certificates/undertakings should be of a date after NIT date.

DD) An incorporated JV bidder which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of JV Partners, provided each of the following conditions are fulfilled:

1. JV Partner which holds more than 50% of the paid-up equity share capital of the Incorporated JV satisfies the financial criteria of the BEC, by itself and not through any other arrangement.
2. JV Partner which holds more than 50% of the paid up equity share capital of the Incorporated JV shall furnish additional PBG

equivalent to 50% of the amount of PBG submitted by Incorporated JV company bidder as per the format provided at Appendix B-41 of Part-III Appendices of tender document.

In cases where foreign based JV Partner does not have Permanent Establishment in India, the Incorporated JV bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by JV partner.

In such case, Incorporated JV bidding company shall furnish an undertaking that their foreign based JV Partners is not having any Permanent Establishment in India in terms of Income Tax Act of India.

3. In such cases, all applicable financial parameters viz. Turnover, Net-worth, Working Capital of the JV Partner holding more than 50% of the paid up equity share capital of the Incorporated JV only will be considered for evaluation. The financial capability of the bidding entity or any other JV partners will not be considered for evaluation.

4. Following documents to be submitted by the Incorporated JV company bidder, along with its techno-commercial bid, in case it is taking financial support from a JV Partners holding more than 50% of the paid up equity share capital of the Incorporated JV:

a) A certificate form Statutory Auditor or Practicing Chartered Accountant as per guidelines at para AA at Note above towards financial parameters.

b) A Corporate Guarantee from JV Partner holding more than 50% of the paid up equity share capital of the Incorporated JV in the prescribed format at Appendix B-42 of Part-III Appendices of tender document.

c) Authorisation letter from one of the Directors of JV Partner holding more than 50% of the paid up equity share capital of the Incorporated JV authorising the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the JV Partners. In case JV partner is a proprietorship firm, then proprietor shall provide guarantee as per format given at Appendix B-42 of Part-III Appendices of tender document.

d) Undertaking shall be given by the JV Partner holding more than 50% of the paid up equity share capital of the Incorporated JV to submit additional PBG, the sum of which should be equivalent to 50% of the amount of PBG submitted by Incorporated JV Company bidder. The additional PBG should be as per the format provided at Appendix B-41 of Part-III Appendices of tender document.

<p>Note:</p> <p>1. In case JV Partner holding more than 50% of the paid up equity share capital of the Incorporated JV fails to submit Bank Guarantee as above, EMD/SD submitted by the Incorporated JV Company bidder shall be forfeited.</p> <p>2. Undertaking from the JV Partner holding more than 50% of the paid up equity share capital of the Incorporated JV to the effect that in addition to invoking the PBG submitted by the contractor, the PBG provided by them shall be invoked by ONGC due to non-performance of the contractor.</p> <p>The above certificates/undertakings should be of a date after NIT date.</p>	
<p>EE) Relaxation to Startups (Micro and Small Enterprises or otherwise)/Micro and Small Enterprises is not applicable in this tender.</p>	
<p>SECTION - B: CRITERIA FOR LOADING OF THE BIDS</p> <p>B.1 Offers will be evaluated as per Clause C i.e. Criteria for Price evaluation of bids.</p>	
<p>SECTION – C: CRITERIA FOR PRICE EVALUATION OF BIDS</p>	
<p>C-1) Base Price Definition</p> <p>a) Total lump sum amount for the entire Scope of Work as per Bidding Documents including addendum(s) (I.D) for arriving at Evaluated Price (I.D + I.A (iii)) of Sheet 'A-3 I.A, I.B, I.C & I.D' of Appendix A-3 (Proforma for Price Schedule), if any, shall be taken as a base price for the purpose of evaluation. The Lump sum price given at Appendix A-3 of bid documents and loadings, if any, as detailed below and at para C-7, will be the basis of evaluation.</p> <p>The bidder who emerges L-1 based on the above evaluation will be considered for award of work.</p>	
<p>b) Bidders are required to ascertain themselves, the prevailing rates of GST on the scheduled date of submission of Techno-commercial Bids and ONGC would not undertake any responsibility whatsoever on such rate as ascertained by the bidders.</p> <p>Accordingly, bidders should quote the prices, clearly indicating the rate of GST, description of service and the Service Accounting Code (i.e. HSN/SAC), as per GST Law as ascertained by the bidder.</p> <p>Total price inclusive of GST as quoted by the bidder shall be considered for evaluation.</p> <p>In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST.</p>	

<p>GST and Customs Duties if any, on input services /capital goods/inputs required to meet the scope of work will be borne by the bidder within their quoted prices. The bidder must avail eligible input tax credit of GST and Customs Duties paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to ONGC by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.</p> <p>If there is any change under GST Law in the quoted rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of bidders, then the originally evaluated L-1 bidder would be considered for award of contract but subject to matching his prices with the bidder who has emerged lowest as a result of such change in rate of GST under the GST Law. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to such change in rate of GST</p>	
<p>c) Wherever limits are specified for charges/amounts w.r.t various parameters such as mobilization charges, demobilization charges, standby charges, rental charges, non-operating day rates, R&M charges etc. in BEC, the bidder must adhere to such limits.</p> <p>However, if after opening of price bids, it is observed that such charges/amounts quoted by the bidder(s) are higher than the limit for such parameters specified in the BEC, the offer(s) of such bidder(s) shall be evaluated restricting the charges/amounts upto the specified limit. Contract(in case bidder becomes L-1) shall also be awarded restricting the charges/amounts upto the specified limit in the BEC. The bidder shall submit an undertaking in this regard alongwith techno-commercial bid as per format given in the Appendices.</p>	
<p>C-2) Foreign Exchange Rates</p> <p>While evaluating the bids, the closing currency exchange rate as applicable on the day prior to the price bid opening as per "Daily" Closing exchange rate published on Thomson Reuters internet site https://in.reuters.com/markets/currencies, upto three places of decimal, will be taken into account for conversion of foreign currency into Indian Rupees. The exchange rates presently appearing on the right hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day</p> <p>Where the time lag between opening of price bid and final decision exceeds three months, the currency exchange rate as above on the day prior to date of final decision will be adopted for conversion of foreign currency into Indian Rupees.</p>	
<p>C-3) Financing Proposal</p>	

Deleted	
C-4) Optional Items Deleted	
C-5) Price Preference/Purchase Preference a. Price Preference Deleted b. Purchase Preference "Bidders to comply 'Public Procurement (Preference to Make in India) (PPP-MII), Order 2017" dated 19.07.2024 issued by Department for Promotion of Industry and Internal Trade, GoI (as amended from time to time) applicable in this tender as per Clause No 23.6 (b) of Instruction to Bidders and submit requisite information/documents."	
C-6) Discount Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices. Discount of any type indicated separately will not be taken into account for evaluation purpose. However, in the event such offer without considering discount is found to be lowest, Company shall avail such discount at the time of award of Contract.	
C-7) Duties & Taxes. C-7.1 GST Liability on Supply of Services: The Bidder should quote the GST, clearly indicating the rate and the amount of GST included in the bid and the description of the respective service (as per GST rules) under which the GST is payable. In case the GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST and ONGC will not entertain any future claim in respect of GST against such offers. In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:- a) Payment towards GST shall be restricted to the GST amount as charged on the 'Tax-Invoice' or the quoted GST rate, whichever is lower unless the same is due to applicability of change in law clause. ONGC shall have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side. b) ONGC will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side. The Service Provider should have a valid registration Certificate under GST legislation and a copy of such registration certificate should be submitted along with the offer. In case of foreign bidders, if GST registration certificate is not available at the time of submission of bid, the bidder shall submit an undertaking	

to provide copy of the same at least two weeks before submission of first invoice.	
C 7.2 In some cases, there may be a tie at the lowest bid (L-I) position between two or more bidders. It must be first determined whether it is a case of Cartel formation or anti- competitive practices. If this is not a case of cartel formation, the order shall be placed on the L1 bidder having a higher turnover in the previous financial year.	
SECTION-D: GENERAL	
D-1: Exceptions/deviations if any, to tender terms, conditions & specifications are to be sorted out during Pre-Bid Conference (PBC), before submission of Bids. ONGC expects bidders to confirm compliance to tender terms, conditions & specifications which have been frozen after PBC, failing which the Bids are liable to be rejected.	
D-2: Unless the Company seeks any clarifications, bidder shall not make any alteration / changes in the bid after the closing date and time of the tender. In case any bidder makes any unsolicited communication in any manner, after bids have been opened (for tenders processed either on single bid or on two bid basis), the bid submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication	
D-3: In case of any contradiction between BEC and a clause appearing elsewhere in the Bidding Documents, provisions of BEC shall supersede all such clauses.	
D-4: Any other point, which arises at the time of evaluation, shall be decided by the Company under intimation to the bidders.	
D-5: In case of any contradiction between the clauses appearing in this tender document and existing guidelines, notifications and amendments issued by the government regarding GST, then guidelines, notifications and amendments issued by the government of India on GST shall supersede all such clauses.	

Cl No.	<u>A-2 TBEC</u>	<u>Bidder to indicate Confirmed / Not Confirmed</u>
1.0	Only the bidders who quote for the complete Scope of Work including optional items (if any) as described in the Bidding	

	Documents, addendum (if any) and any subsequent information given to the bidder shall be considered.	
2.0	Deleted	
3.0	Health, Safety and Environment: Bidder must confirm compliance to all HSE criteria specified in bidding documents in general and to clauses 10.0 to 10.11 of Part-II of Volume-I of bidding documents in particular.	
4.0	Deleted	
5.0	<p>Experience / capability of the bidder: Experience / capability of the bidder shall be as under-</p> <p>a) The Bidder shall submit the documentary evidence in support of his experience and capability, as required, along with Techno-Commercial unpriced bid as per Appendix A-9.</p> <p>b) Single bidder: Single bidder shall meet the experience criteria himself.</p> <p>c) Incorporated Joint Venture Company In case the bidder is an Incorporated Indian Joint venture company, registered in India and incorporated under the Companies Act and any amendments thereunder, then the technical experience criteria laid down in the Technical BEC should be met as under:</p> <p>(i) The Joint Venture Company by itself should meet the experience criteria Or</p> <p>(ii) Any Partner in the Joint Venture Company having a stake of at least 26% in the Joint Venture Company should meet the technical experience criteria stipulated in the BEC on its own and cannot rely on any other arrangement such as Consortium or Supporting Company of the JV Partner for meeting the technical experience criteria. Documentary evidence in support of the above should be submitted along with the techno-commercial bid.</p> <p>(iii) In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating they shall maintain minimum 26% shareholding in the JV till the execution of the contract.</p> <p>d) Consortium Bids</p>	

	<p>(i) In case of Consortium bids, leader and members of consortium should themselves meet the experience criteria covering the respective activities of work to be performed by them on their own and not through any other arrangement like through Supporting Company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration / Sub-contracting. Necessary documentary evidence to this effect should be submitted with techno-commercial bid.</p> <p>The members of consortium shall decide the Leader of consortium. The leader of consortium shall have minimum 51% stake in terms of bid value, as reflected in the MOU executed by the consortium members. Each member of consortium shall remain jointly and severally liable to ONGC.</p> <p>For this purpose the role and scope of work to be performed by the respective consortium members expressed as a percentage of bid value should be indicated in the Memorandum of Understanding (MOU) submitted along with techno-commercial bid as per format provided in the tender.</p> <p>(ii) Notwithstanding the provisions that the members of consortium shall be jointly and severally liable to ONGC, the leader of consortium should undertake unconditional acceptance of primary responsibility of executing the entire 'Scope of work' of this tender. The confirmation should be submitted along with the techno-commercial bid.</p> <p>(iii) A constituent of the Consortium shall not be permitted to participate either in an individual capacity as a bidder or as a member of another Consortium in the same tender.</p> <p>(iv) Only that consortium member who has undertaken a particular activity in execution of a contract shall be considered as having technical experience of that particular activity.</p> <p>(v) The overall responsibility of project management of entire project shall be that of the leader of the consortium.</p> <p>Subsequent to completion of above project, Consortium leader shall be considered as having experience of all the activities by himself and he shall be qualified in future tenders of Western Offshore as having the experience of executing such LSTK /EPCI/ Pipeline Installation Rate Contract projects.</p> <p>e) Successful bidder/Contractor/ Leader of Consortium shall be required to perform by themselves (and not through other arrangement like through Supporting Company, Parent /</p>	
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	<p>Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration) project management and at least one of main activities based on which they are seeking their qualification.</p> <p>f) In case of Consortium bids, all consortium partner(s), other than the Leader of consortium, shall also be required to perform by themselves (and not through arrangement like through Supporting Company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration) one of the project activities on which they are seeking their qualification (other than the activity (ies) indicated by the Leader of consortium to be performed by Leader).</p> <p>Accordingly Bidder has to submit the details of Work Experience in Appendix B-5 and proposed Project Activities in Appendix B-6 of Volume –I.</p>	
5.1	<p>The Bidder must possess, prior to the deadline of submission of bids, minimum experience of having executed LSTK / EPCI / Installation Rate Contract, at least one Project of Laying of rigid oil/gas/water submarine pipelines with one pipeline segment of minimum 02 km length.</p> <p>The experience for activity need to be on LSTK / EPCI / Installation Rate Contract basis by bidder himself.</p> <p>Note 1:</p> <p>(i) The project should have been successfully completed during the last fifteen (15) years.</p> <p>(ii) The Project should have been successfully completed, accomplishing activities, i.e., project management, surveys (including pre-engineering, pre and post construction survey), design & engineering, procurement, fabrication, transportation, laying of submarine rigid pipeline, installation of riser, hook-up, testing and pre-commissioning in of the segment in project listed above.</p> <p>Note-2:-</p> <p>No part completion certificate shall be considered to meet above criteria; <i>unless</i> it can be clearly established based on the submitted documents that bidder has already successfully completed part facility Scope of Work of Similar Complexity in a broader scope project on LSTK / EPCI / Installation Rate Contract basis as envisaged in this main BEC clause and Note-1 above and handed over to the contractee for use.</p> <p>For evaluation; such jobs accompanied by part completion certificate will be considered as completed."</p> <p>Note-3:</p>	

	For meeting the requirement above, the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid.	
5.2 A)	<p>The Bidder (Either a single entity which includes Incorporated Indian Joint venture Or a Consortium comprising of two or more partners being jointly and severally liable to the Company) must himself have the relevant experience in completed offshore project(s) as indicated in Para 5.1 above for Project Management and for one of the following main activities:</p> <p>(a) Laying of rigid oil/ gas/ water submarine pipelines. (b) Procurement related to offshore pipeline activities.</p> <p>In case of Consortium bid, other consortium partner(s) should also have the experience of performing at least one distinct project activity as indicated in 5.1, other than Project Management (which shall be done by the leader) based on his own experience.</p> <p>However, Leader of Consortium bidder should have experience of Project Management and any one of the main activities indicated above.</p>	
5.2 B)	<p>AND</p> <p>The Bidder (Either a single entity which includes Incorporated Indian Joint venture Or a Consortium comprising of two or more partners being jointly and severally liable to the Company) as on the date of NIT must have ownership of atleast one pipelay barge having capability of laying rigid submarine pipelines. Documentary evidence for establishing ownership shall be submitted.</p> <p>Note:</p> <p>1) The Pipelay Barge shall be owned either by the bidder himself or by "Parent or Subsidiary or sister subsidiary or Co-subsidiary or JV."</p> <p>2) In case of Consortium, the Consortium leader shall have ownership of Pipelay Barge either by himself or in the form of "Parent or Subsidiary or sister subsidiary or Co-subsidiary or JV" relationship arrangement.</p>	

5.3	<p>The overall responsibility of project management of entire project shall be that of the Contractor. Contractor shall also be required to perform by themselves (and not through other arrangement like through supporting company, Parent/ Subsidiary /sister subsidiary/Co-subsidiary/ Technical collaboration), project management and Laying of rigid oil/gas/water submarine pipelines.</p> <p>In case of contractor being a consortium, all consortium partner(s), other than the leader of consortium, shall also be required to perform by themselves (and not through other arrangement like through supporting company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration) one of the distinct project activities on which they are seeking their qualification under Clause 5.2 (A) above [other than the activity(ies) indicated by the Leader of consortium to be performed by Leader].</p>	
5.4	<p>Save as provided in sub Para 5.3 above, for the purpose of assessment of experience and capability of executing the Work, the experience and capability of the executing agencies i.e. main bidder and Consortium partners in executing the aforesaid activities listed in sub-para 5.1 above and indicated in Appendix B5 and Appendix B6 for the respective Scope of Work shall be evaluated.</p> <p>The respective agencies are required to have relevant experience as indicated in Para 5.2 (A) above.</p> <p>In case of sub-contracting, the bidder shall submit commitment letters of sub-contractors / agencies proposed in Appendix B-6 on their letterhead and addressed to bidder.</p>	
5.5	For the purpose of assessment of the capability of the Bidder, the adequacy of yards proposed by the Bidder to execute the Works, existing at the time of bidding and availability of these yards during the Construction Schedule of the project shall be evaluated	
6.0	Deleted	
7.0	Unconditional acceptance of Conditions for Procurement / Selection of Makes and Vendors as per Clause No. 5.2.3 of Part II of Volume I of Bidding Documents.	
8.0	Any additional soil testing or re-examination of soil data provided in the Bidding Document required by the bidders and additions / alterations / interpretations on account of any such matter shall be to the cost and time of the bidder.	

9.0	Saturation Diving: Bidder must agree to provide saturation diving and other special diving equipment on the marine spread as per bidding documents requirement during the period of installation in the quoted prices.	
10.0	Pre-engineering / pre-construction / post-installation survey: Bidder must agree to undertake pre-engineering, pre-construction and post-installation surveys and/or to comply with the provisions of Clause 5.4 of Part-II of Volume I of Bidding Documents.	
11.0	Acceptance of Constructional Plant and Equipment as per Clauses 5.11 of Part-II of Volume I of Bidding Documents.	
12.0	<p>a) Bidder must furnish the following undertakings from the original Equipment Manufacturer (s), along with his bid:</p> <p>(i) The OEM shall provide the maintenance / service / calibration facilities in India, for all the equipment to be supplied under the contract, if awarded to him by ONGC.</p> <p>(ii) The bidder shall indicate the source of their bought out items and also the names of the original equipment/materials manufacturer for the major components. The OEM shall guarantee the 'lifetime supply' (i.e. 7 years in case of electronic equipment/items and 10 years in case of mechanical equipment/items) of spares for all the equipment to be supplied under the contract, if awarded to him by ONGC.</p> <p>(iii) The OEM undertakes to enter into Annual Maintenance Contract for 'lifetime' (i.e. 7 years in case of electronic equipment/items and 10 years in case of mechanical equipment/items) for all the equipment to be supplied under the contract, if awarded to him by ONGC.</p> <p>In case the OEM declines / fails to honour any of his above commitments, business dealings with such OEM shall be considered for banning from future business dealings.</p> <p>b) In this contract, in case of any difficulty in submitting above commitments from any OEMs at the bidding stage, the bidder shall submit his own undertaking to the effect that the undertaking required in sub-Para (a) above from those OEM(s) will be furnished at the detailed engineering stage. However, in case successful bidder fails to submit the same at the detailed engineering stage, ONGC reserves the rights to cancel the contract, forfeit the Performance Security and take suitable action for banning such bidders from future business dealings with ONGC as deemed fit.</p>	
13.0	An undertaking shall be submitted by the bidder along with the bid that they have carefully gone through the guidelines/notifications issued by Govt. of India which are also	

	available at MEITY's official website i.e. URL www.meity.gov.in/ www.makeinindia.com for providing preference to Domestically Manufactured Electronics 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 contractor shall provide complete details i.e. name of Domestic Manufacturer, value of DMEP utilized for execution of this contract, to ONGC.	
14.0	Deleted	
15.0	Deleted	
16.0	The sub-contractor are required to have relevant experience on its own and not through any other arrangement like through Supporting Company, Parent/ Subsidiary/ Sister Subsidiary/ Co-subsidiary/Technical Collaboration / Sub-contracting. The bidder shall submit an undertaking in this regard.	
17.0	<p>Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC).</p> <p>All documents (excluding ONGC issued documents related to bidder's experience and Bidders self-undertakings) in support of Technical Criteria of Bid Evaluation Criteria (BEC) furnished by the bidders should be verified and certified by any one of the following independent third party inspection agency listed at Appendix-TPIA-1.</p> <p>a) TPIA shall Verify the authenticity, accuracy, and completeness of the bidder's previous experience, job execution records any other supporting document being submitted in respect to Technical BEC by the bidder, as stated in the tender.</p> <p>b) The verification and certification should be "verified from original" and include name and contact details of certifying officer, TPIA name with address of TPIA branch undertaking the certification.</p> <p>c) TPIA will provide in addition a certificate toward verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC) as per proforma attached at Appendix-TPIA-2 to potential bidder and the same will be submitted by the bidder in their techno-commercial bid.</p> <p>d) All the charges of the Third party for verification and certification shall be borne by the bidder and ONGC shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA.</p>	

	e) The certificate submitted by TPIA against "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI NABCB website must be valid as on date of authentication/verification of documents.	
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