

## **OIL AND NATURAL GAS CORPORATION LIMITED**

### **REQUEST FOR PROPOSAL**

**(No. ONGC/RFP/Crude Oil/KG-DWN-98/2/06)**

**E- Tender for Sale of Crude Oil from**

**KG-DWN-98/2 block**



**E-Tender Partner**

**M/s Yes Bank Limited (Consortium with M/s C1 India Private Limited)**

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## Section A

### 1. Overview

- 1.1. **Oil and Natural Gas Corporation (ONGC)**, is a public sector undertaking involved in Exploration & Production of crude oil and natural gas. Its registered office is in New Delhi. It is India's National Oil Company under the aegis of Ministry of Petroleum and Natural Gas. It is the largest upstream player in the country and produces around 70% of India's crude oil and around 80% of India's natural gas. In November 2010, the Government of India conferred the *Maharatna* status to ONGC.
- 1.2. ONGC is planning to conduct an online competitive Tender for sale of crude oil from KG-DWN-98/2 block NELP Block. In line with this, ONGC has launched a Tender for sale of 12 cargoes - Each cargo size of 450000 BBLs (+/- 10 %, at sellers' option) of crude oil in a period of 12 months, i.e. from April 1, 2025 to March 31, 2026. One crude oil cargo will be available each month. The cargoes are divided in four crude oil lots for four quarters of FY 2025-26. One lot will have three cargoes of that quarter. Bidder will have to submit one price bid for one lot which will be applicable for all three cargoes of that lot.
- 1.3. The crude oil for sale will be available from ex-FPSO AS V in KG-DWN-98/2 block for a fixed tenure of 12 months (divided into 4 quarters of 3 months each). Interested/prospective crude oil consumers (meeting the eligibility criteria given at clause no 3.1) can source available crude oil by participating in this Tender process.
- 1.4. In compliance of MoP&NG's Gazette Notification No. Expl-15019 (25)/161/2019-ONG-D-V (E-34367) dated 11<sup>th</sup> July 2022, pertaining to "Deregulation of sale of Domestically produced Crude oil", ONGC is hereby issuing a Notice Inviting Offer (NIO) dated 05.02.2025 and invites offers from interested/prospective entities (meeting the eligibility criteria given at clause no 3.1) to source crude oil available for sale from ex-FPSO AS V in KG-DWN-98/2 block, in accordance with the terms and conditions of this Request for Proposal (RFP) and the Crude Off-take and Sale Agreement (COSA).
- 1.5. ONGC has appointed M/s C1 India Private Limited as an independent agency, to conduct Tender process for sale of crude oil through an online web based electronic bidding platform which is available at <https://oilgasbidding.eproc.in/> M/s C1 India Private Limited would herein after be called the Empanelled Agency.

## 2. Crude Oil on Offer

### 2.1. Details of the Crude Oil on offer

S.N	Parameter	Particulars										
1	Crude Oil Quantity offered for sale	<p>12 cargoes - Each cargo of 450000 BBLs (+/- 10 %, at sellers option) from KG-DWN-98/2 block, ex-FPSO AS V</p> <p>The crude oil cargoes will be divided in 4 lots for 4 quarters</p> <p>Quarter wise biddable lots are as follows.</p> <table><tr><td></td><td><b>ex- FPSO AS V</b></td></tr><tr><td>Lot 1 ( Apr’25 – Jun’25)</td><td>01(03 Cargoes)</td></tr><tr><td>Lot 2 ( July’25 – Sept ’25)</td><td>01(03 Cargoes)</td></tr><tr><td>Lot 3 ( Oct’25 – Dec ’25)</td><td>01(03 Cargoes)</td></tr><tr><td>Lot 4 ( Jan’26 – Mar ’26)</td><td>01(03 Cargoes)</td></tr></table> <p>Additionally one cargo will be supplied to buyer in each quarter (if available) on mutual consent basis</p>		<b>ex- FPSO AS V</b>	Lot 1 ( Apr’25 – Jun’25)	01(03 Cargoes)	Lot 2 ( July’25 – Sept ’25)	01(03 Cargoes)	Lot 3 ( Oct’25 – Dec ’25)	01(03 Cargoes)	Lot 4 ( Jan’26 – Mar ’26)	01(03 Cargoes)
	<b>ex- FPSO AS V</b>											
Lot 1 ( Apr’25 – Jun’25)	01(03 Cargoes)											
Lot 2 ( July’25 – Sept ’25)	01(03 Cargoes)											
Lot 3 ( Oct’25 – Dec ’25)	01(03 Cargoes)											
Lot 4 ( Jan’26 – Mar ’26)	01(03 Cargoes)											
2	Term	<p>12 Months (April 1, 2025 to March 31, 2026)</p> <p>Lot 1 Cargoes– 1st April 2025 – 30th June 2025</p> <p>Lot 2 Cargoes – 1st July 2025 – 30th September 2025</p> <p>Lot 3 Cargoes – 1st October 2025 – 31st December 2025</p> <p>Lot 4 Cargoes – 1st January 2026 – 31st March 2026</p>										
3	Name of Supply locations	Ex-FPSO AS V in KG-DWN-98/2 block										
4	Mode of Supply	Marine Vessel										
5	Quality	As typically made available by Seller at the Delivery Point. Gist of broad parameters of Crude oil is appended for your reference at Appendix 11 hereto.										
6	Delivery Terms											
6.a	Loading Point	Ex-FPSO AS V in KG-DWN-98/2 block										
6.b	Delivery Point	Delivery Point shall be the inlet flange of such off-take marine vessel whether it is chartered by the buyer or seller. Risk, Liability and title of goods would be transferred from seller to buyer at delivery point.										
7	Pricing formula (\$/bbl)	Reserve Price plus Quoted Price Bid (Positive) (P)										

		<p><b>Reserve Price</b> = Benchmark price +2.5 % of Benchmark Price</p> <p>“Benchmark Price” in USD per barrel applicable for supplies under this RFP shall be monthly average of the daily mean values of the high and low assessments of Dated Brent (PCAAS00) Crude Oil quotations (as published under the Spot Crude Assessment Heading in Platt’s Crude Oil MARKETWIRE spot assessment) in US \$ per barrel for the month of supply, to be rounded off to THREE decimal places.</p> <p><b>Price Bid</b> = Bidder is required to quote Price Bid (“P”) at the time of submission of technical bid which can be non-zero positive percentage number( percentage to Dated Brent quotes) up to two decimal places. The “P” can be modified before bid submission deadline but only last submitted price bid will be considered final.</p> <p>However, Bidders may note that in case the crude oil supply month is different from the month in which it was to be originally off taken, due to any reason other than force majeure and subject to mutual agreement, pricing of crude oil will be done as per provisions of clause 3 of Schedule C of Crude Oil Offtake and Sale Agreement (COSA).</p> <p>ONGC reserves the right to reject the bid/bids received against the Tender or to cancel the Tender without assigning any reason. Refer Schedule G of COSA for Pricing Sheet</p>
8	API adjustment factor-based Premium/discount	<p>API adjustment factor-based Premium/discount of 0.01\$/bbl for each 0.1 deg. variation in API gravity (applicable for variation beyond +/- 0.5 deg. from base API mentioned in Schedule B above). For calculation purposes, API degree shall be rounded off to one decimal place.</p> <p>API adjustment factor based premium/discount shall be calculated based on difference (D) between API gravity as mentioned in Schedule B</p>

		<p>and API gravity reported in certificate of quality being reported by independent inspector.</p> <p>The API mentioned in schedule B is 34.5</p> <p>If <math>D &lt; -0.5</math>; Discount will be applicable and calculated for variation beyond 0.5-degree.</p> <p>If <math>D &gt; 0.5</math>; Premium will be applicable and calculated for variation beyond 0.5-degree.</p>
9	Taxes and Duties	<p>Seller agrees to bear up to 2 % (CST) for out of state delivery and 2 % (VAT) for within state delivery. Any taxes and duties above the agreed rates shall be borne by Buyer.</p> <p>Terminalling charges will be applicable as per COSA.</p>
10	Tentative date of ONGC's readiness to supply of crude oil.	<p>12 Months (April 1, 2025 to March 31, 2026)</p> <p>Tentative laycan for the awarded cargoes will be intimated to successful bidder of the lot in the beginning of respective quarter</p> <p>However, final single day laycan would be firmed in respective IWG Meeting.</p>
11	URL for registration and uploading of documents by interested entities for Technical evaluation	<a href="https://oilgasbidding.eproc.in/">https://oilgasbidding.eproc.in/</a>
12	Payment Security	Refer clause no. 13 of the Crude oil Sale Agreement (COSA) for payment security

- 2.2. The Crude Oil will be offered for a fixed term of 12 months. However, separate price bid will be submitted by Bidders for supply of each Lot (quarter). The term will start from 1<sup>st</sup> day of the quarter and the supply will start as per the schedule agreed between Seller and Buyer. Tentative Laycan dates for the awarded cargoes will be intimated to successful bidder of the lot in the beginning of respective quarter. Further, the tenure of COSA for each lot will be three months which may be extended for a maximum period of 1 month on mutually agreed basis subject to availability of crude and ONGC's ability to supply.
- 2.3. The successful bidder/s will have to sign the Crude Off-take and Sale Agreement (COSA) annexed hereto at Exhibit-1 within 10 days of issuance of NOA.
- 2.4. It is the responsibility of the successful bidder to complete the signing of COSA and adhere to all the terms and conditions mentioned in this RFP.

### 3. Eligible Bidders

The following eligibility criteria will need to be complied by all the bidders

#### 3.1 Eligibility Criteria

- 3.1.1. All the Public and Private Refineries appearing in the latest Monthly Production Report published by MOPNG are to be considered as empanelled Buyers and only those Refiners shall be invited for participation in the Tender process. Copy of latest MoPNG monthly report listing the PSU/Private refiners is available at <https://mopng.gov.in/en/petroleum-statistics/monthly-production>.
- 3.1.2. The Bidder, if successful, shall submit an undertaking (as per format placed at Appendix 8A) prior to commencement of crude oil off-take, declaring that Bidder has obtained all necessary statutory/regulatory approvals and compliances for commencement of crude oil off-take. The successful Bidder would hold harmless and Indemnify ONGC against any loss, damage, notice, prosecution etc. arising out of commencement of crude supply by ONGC relying on the undertaking furnished by the successful Bidder.
- 3.1.3. ONGC shall not be liable for failure of the bidder/s to obtain any statutory/regulatory clearances. The bidder shall submit an Undertaking in the format prescribed at Appendix-8 of the RFP for above compliances.
- 3.1.4. If Bidder opts to bid for any quarter, it can bid for lot on offer for that respective quarter. Four lots are on offer for four quarters of FY 2025-26

Timeline	ex- FPSO AS V
Quarter 1 ( Apr'25 – Jun'25)	01 Lot
Quarter 2 ( July'25 – Sept '25)	01 Lot
Quarter 3 ( Oct'25 – Dec '25)	01 Lot
Quarter 4 ( Jan'26 – Mar '26)	01 Lot

Each lot will have three cargoes and bidder will have to submit single price bid for a lot. Bidder can bid for maximum of 4 lots and minimum for one lot as per their choice.

Premium for a lot will be applicable all three cargoes of that lot (quarter) as provision for monthwise lot bidding is not there.

The same premium will also be applicable on additional cargo(if available) supplied on mutual consent basis for that respective quarter.

- 3.1.5. Bidder/s who are in position to start crude oil off take from the contract term start date, should submit their bids.

### 3.2 IT Requirement / Responsibility of the Bidder

- 3.2.1. Bidder should have a laptop or desktop with decent internet connection (10mbps and above).
- 3.2.2. E-Portal shall be best viewed in Chrome and Microsoft Edge (latest version)
- 3.2.3. Due to security vulnerabilities, all bidders are requested to install the latest version of Java from java.com or by clicking on the portal link Digital Signature/Download Java, and grant access to Java whenever prompted by the system.
- 3.2.4. All bidders are requested to download and install C1 Plugin by clicking on the portal link Digital Signature/Download C1 Plugin.
- 3.2.5. Bidder/s please refer to the manual for the Registration and Bidding process. Download the manuals from the portal link Bidder Manual/Supplier Registration Manual and Bidder Manual/Supplier Bidding Manual.
- 3.2.6. Bidder/s may send an email to:

C1 India Private Limited or call helpdesk, if they face any difficulties in registration and setting up a Digital Signature Certificate.

HELPDESK NUMBERS ARE OPEN BETWEEN 0900 HRS to 1800 HRS IST		
Contact Person	Email ID	Mob. No.
1. Mr. Sandeep	<a href="mailto:ongcsupport@c1india.com">ongcsupport@c1india.com</a>	+91-9050287464
2. Ms. Neeti Bala Chandra		+91-7291981128
3. Mr. Chandan Kumar		+91-9015145373
4. Mr. Rohit		+91-7011637894
Escalation if you not received satisfactory response:		
1. Mr. Mukesh Kumar	mukesh.kumar@c1india.com	
Landline Nos:- 0124-4302000 Extns: 201,202,204,205 & 206		



### 3.3 Registration and DSC Mapping

3.3.1. The portal will be available for registration on a date specified in Clause 8 of this RFP. Every Bidder would be required to fill a small registration form and will have to enter his/her name, designation, contact number, organization name, PAN number of organisation, GSTIN number, VAT/CST registration, name & address of the refinery or administrative office, and other required details. Bidder/s would need to attach a valid Class III Digital Signature Certificate (DSC) issued in the name of authorized person of the bidding organization. The DSC should be issued on the email address of the authorized person and same should be used for registering on the platform.

### 3.4 Certificates / Documents to be submitted

3.4.1. Bidder/s are required to mandatorily submit / upload the following documents with DSC signature:

- A. Audited financial statements of previous three Financial Years. The latest financial statement should not be later than 18 months from the date of submission of bid.
- B. Valid PAN and VAT/CST/GST (as applicable) Registration certificate
- C. Power of Attorney / Board Resolution in the name of the authorized representative of the Bidder.
- D. Undertaking that they have gone through Crude Offtake Sale Agreement (COSA) and RFP and any Addendum/Corrigendum thereto. (Confirmation to be given at Bidding portal)
- E. Declarations/Undertakings etc., mentioned under section B (including Integrity Pact duly signed & witnessed).

3.4.2. Bidders who have submitted documents specified under clause 3.4.1 (A, B & C) of RFP in the latest e-tender for KG-DWN-98/2 crude oil may submit an undertaking as prescribed under format Appendix- 12 in place of documents under clause 3.4.1 (A, B & C) of RFP

## 4. Bidder Registration

**4.1 Registration on the bid registration portal:** Bidder/s will be required to visit the link of the e-portal <https://oilgasbidding.eproc.in/> for submission of all registration documents.

**4.2.** Steps to be followed by the bidder/s prior to the submission of the registration documents:

- A. Purchasing of a Class III DSC (Digital Signature Certificate).
- B. Registering in the e-portal and mapping the DSC.

- C. System will capture User ID and Password provided by the user during registration process and once submitted email notification will be sent to the registered email ID of the Bidder.
- D. Bidder/s can send email to C1 India Private Limited or call the helpdesk (mentioned in the portal Contact Us Page) in case of any difficulties in setting up DSC and registration.

HELPDESK NUMBERS ARE OPEN BETWEEN 0900 HRS to 1800 HRS IST		
Contact Person	Email ID	Mob. No.
1. Mr. Sandeep	<a href="mailto:ongcsupport@c1india.com">ongcsupport@c1india.com</a>	+91-9050287464
2. Ms. Neeti Bala Chandra		+91-7291981128
3. Mr. Chandan Kumar		+91-9015145373
4. Mr. Rohit		+91-7011637894
Escalation if you not received satisfactory response:		
1. Mr. Mukesh Kumar	<a href="mailto:mukesh.kumar@c1india.com">mukesh.kumar@c1india.com</a>	
Landline Nos:- 0124-4302000 Extns: 201,202,204,205 & 206		

## 5. Pre-qualification stage

- 5.1 **Publishing of bidding documents:** To apprise potential Bidders of the Tender process, the RFP (Request for Proposal) and COSA, etc. would be made available on landing page of the e-portal of Empanelled Agency. The Bidders would be able to download these documents without registering on the platform.
- 5.2 **Clarifications to Bidders' queries:** Bidders would be able to send their queries to the designated email address [ongcsupport@c1india.com](mailto:ongcsupport@c1india.com) before registering on the portal. However, post registration on the portal, the bidders would also be able to upload their queries on the portal.
- 5.3 **Pre-bid meeting:** A pre-bid meeting would be organized on a date specified in Clause 8 of this RFP. The pre-bid meeting would be an interactive session and provide Bidder/s, the opportunity to seek further clarifications and understand the process better. The Pre-bid meeting would be open to all the interested Bidder/s. The Bidder/s willing to participate in the pre-bid meeting would be required to nominate maximum of two representatives from their organization to take part in the meeting. Bidders would be required to use their official email address to share the name, email address and phone number of the nominated person(s) to the designated email address [ongcsupport@c1india.com](mailto:ongcsupport@c1india.com).

## 6. Techno-Commercial Evaluation

- 6.1 Techno-commercial evaluation would be carried out for all the bids received and a list of Techno-commercially qualified Bidders shall be prepared.
- 6.2 Bid should be complete and covering the entire scope of crude oil supply and should agree to the terms and conditions of the crude oil supply indicated in the RFP & Crude Offtake and Sale Agreement (COSA), duly supported with documents wherever required. In case of incomplete and non-confirming bids, the bid may be rejected.

- 6.3 The net worth of the bidder shall be positive during the last financial year. The Bidder shall submit Last 3 consecutive Financial Years Audited P&L Account and Balance Sheet certified by Chartered Accountant. The latest financial statement should not be later than 18 months from the date of submission of bid. Bidder need to submit sufficient documentary proof in this regard.
- 6.4 The bidder should submit a declaration (Appendix-9 of Section B) with Techno-commercial Bid 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 (the "bidder group"), are currently serving any banning orders issued by ONGC or its subsidiaries debarring the bidder group from carrying on business dealings with ONGC or its subsidiaries. The bid without such declaration shall be rejected.

## 6.5 Biddable Parameters and Bidding Process

### 6.5.1 Biddable parameters

- 6.5.1.1 A Price bid submission process shall be carried out independently for each Lot , for the Supply Location i.e., ex- FPSO AS V located in KG-DWN-98/2 block.
- 6.5.1.2 For each Lot, Bidder shall be required to quote valid Price Bid, which can be non-zero positive percentage number up to two decimal places(percentage to Dated Brent), over the Crude Oil Reserve Price.

- 6.5.2 Reserve Price:** The Reserve Price is "Benchmark Crude Oil Price +2.5% of bench mark price". "Benchmark Price" in USD per barrel applicable for supplies under this RFP shall be monthly average of the daily mean values of the high and low assessments of Dated Brent (PCAAS00) Crude Oil quotations (as published under the Spot Crude Assessment Heading in Platt's Crude Oil MARKETWIRE spot assessment) in US \$ per barrel for the month of supply, to be rounded off to THREE decimal places.

### 6.5.3 Allocation Process

- 6.5.3.1 At the time of Technical Bid submission, all Bidders shall quote valid Price bid for each Lot which shall constitute their bid for allocation.
- 6.5.3.2 The process for lot wise allocation will be as under:
- The bidder who has quoted the highest Price Bid will be allocated the Lot as per their quote.
  - In case of a tie in Price Bid quoted between multiple Bidders, then:
    - Crude oil Lot will be allocated to bidder who has quoted for more number of Lots.
    - In case of tie in price bid and quoted number of overall Lots, then crude oil Lot for that quarter will be allocated to bidder who has quoted highest price bid "P" combined for both Lots. For instance, if price bid for Lot 1 is being compared then sum of Premium quoted by bidder for Lot 1 to Lot 4 will be considered. Similar process will be followed in case of tie in premium quoted by bidder for Lot 2, 3 or 4.
  - In case of tie in price bid, quoted number of overall Lots and sum of price bid quoted for all the Lots, then the time of Bid submission will be considered and the Bidder who has submitted price bid earlier, will be given preference for allocation. **Hence bidders are well advised to submit the price bids as early as possible.**

**6.5.3.3. Notification to eligible Bidders:** After the techno-commercial evaluation of the documents, all techno-commercially qualified bidders will be informed of their advancement to next phase of the price bid opening as specified in Clause 8 of this RFP.

## 7. The e-Tender

7.1. All the techno-commercially qualified bidder/s will be contacted by the Empanelled Agency for intimation of price bid opening.

7.2. **Rules & regulations on conduct of Tender:**

7.2.1. During the Tender, bidder/s may contact the Tender helpdesk numbers for any assistance/clarification regarding online bid submission as per Clause 10.

7.2.2. The bidder/s must also ensure that their contact nos. be kept free from any other calls so that empanelled agency's representatives can reach out to the bidder/s easily whenever required.

7.2.3. Bidder/s to ensure stable connectivity. Empanelled Agency or ONGC will not be responsible for any dis-connectivity or infrastructural failure at Bidder's end.

7.2.4. Bidder/s to keep their email inbox open to receive any files, if sent, during the event.

7.2.5. All organizations to note that the executive of the participating organization placing bids online shall be treated as an authorized representative of the organization for placement of bid on behalf of their organization.

7.2.6. Bids once made, cannot be cancelled / withdrawn after bid submission deadline. ONGC shall take appropriate action including banning, in case of non-acceptance of allocation by the bidder/s (in case the same is conforming to RFP conditions).

7.2.7. All commercial/ contractual terms are offered by and agreed to between Bidder and ONGC alone. Empanelled Agency does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/ contractual terms between Bidder/s and ONGC.

7.2.8. The Tender schedule shall be communicated to all the eligible bidders. ONGC retains the right to cancel or reschedule or relaunch of the Tender.

7.2.9. ONGC's decision on award of Contract in accordance with the terms and conditions of the bidding document shall be final and binding on all the bidder/s.

7.2.10. During the price bid opening process, the price bid quoted by all the eligible bidders would be decrypted by the system and a system generated comparative sheet would be generated and bidder/s would be informed accordingly as per terms of this RFP.

### 7.3. Price:

7.3.1. Reserve Price is "Benchmark Crude Oil Price +2.5% of bench mark price". "Benchmark Price" in USD per barrel applicable for supplies under this RFP shall be monthly average of the daily

mean values of the high and low assessments of Dated Brent (PCAAS00) Crude Oil quotations (as published under the Spot Crude Assessment Heading in Platt's Crude Oil MARKETWIRE spot assessment) in US \$ per barrel for the month of supply, to be rounded off to THREE decimal places.

- 7.3.2 For each Lot, Bidder is required to quote Price Bid ('P'), which could be non-zero positive percentage number( % to Dated Brent) up to two decimal places over/to the Reserve Price. The Quoted Price Bid can be modified before bid submission deadline but only final submitted bid with its time stamp will be considered. Contract Crude Oil price shall be Crude Oil Reserve Price + Quoted final Price Bid (Positive).

**7.4. Lot:**

- 7.4.1. The bidder can quote for minimum 1 Lot and maximum for 4 lots, where one lot has 3 crude oil cargoes of that quarter and 1 cargo is equal to 450000 US Barrels (+/- 10 %, at seller's option). In case a bidder wishes not to quote for any Lot then they need to select "Regret option as YES" in the bidding platform. Bidder has to select the respective Lot at the Portal, for which it wishes to submit the Price Bid.

**7.5. Mock run and training of the Bidding platform to Bidders**

During the Tender duration, the Empanelled Agency shall organize training of Tender Process to help Bidder/s familiarize themselves with the features of the E-Portal. Such training shall be held on a predetermined date as specified in Clause 8 of this RFP. The Empanelled Agency shall notify the requisite details for the training to relevant Bidders via email. Bidder/s can either complete the training modules uploaded on the portal or can opt for offline training sessions.

- 7.6. The Tender will start at a date and time specified as per Clause 8 of this RFP.

- 7.7 The key features of the e-bidding round are as follows:

- a. **Process of Tender:** Bidder would be required to submit separate price bid for each Lot.
- b. The price bid opening process will start at a date and time specified as per Clause 8 of this RFP. In case of tie in price bid for a lot, the process detailed out under clause 6.5.3.2 will be followed.

- 7.8 Notice of Award (NOA) to the successful bidder(s) will be awarded after completion of the Tender process.

## 8. Activity Schedule

8.1. The schedule of the sale of ONGC's KG-DWN -98/2 FPSO Crude Oil is given below:

Sr.	Particular	Activity Date and Time
1	Publishing NIO (RFP and COSA)	05/02/2025
2	Last date for submission of queries of bidder	07/02/2025 at 17:00 hours
3	Pre-bid meeting	10/02/2025
4	Bidder training	05/02/2025 to 17/02/2025
5	Bidder registration on the portal (Bidder/s already registered on the portal in earlier e-tender need not register again).	05/02/2025 at 09: 00 Hours to 17/02/2025 at 18:00 Hours
6a	Start Date for bid submission (Technical Bid and price bid) along with documents under pre-qualification process	17/02/2025 at 0900 hours
6b	Last date for bid submission (Technical Bid and price bid) along with documents under pre-qualification process	18/02/2025 at 15:00 Hours
7	Notification to techno-commercially qualified Bidders	19/02/2025 at 18:00 Hours
8	Price bid opening date	20/02/2025 at 12:00 Hours for Quarter 1 to Quarter 4 Deliveries

## 9. General Guidelines

- 9.1 Bidders are expected to thoroughly understand, evaluate and examine all instructions, forms, undertakings, requirements, and terms and conditions of the RFP including COSA. Each Bidder is required to submit its bid based on the terms and conditions of this RFP and the COSA, without any deviations or conditionality. A submission of the bid would imply unconditional acceptance of all the terms and conditions in the RFP and COSA.
- 9.2 Bids, once made, cannot be cancelled / withdrawn after the Bid closing date.
- 9.3 Failure to furnish any/all information/documents required under this RFP may lead to disqualification of the Bidder.
- 9.4 The Crude Oil Price ex-Supply Location (applicable on the allocated quantity) is exclusive of Taxes, Duties such as service tax, GST, education cess, sales tax/VAT, Octroi, and all other statutory levies as applicable at present or to be levied in future by the Central or State Government or Municipality or any other local body or bodies. Such charges payable on sale of Crude Oil shall be borne by the Seller over and above the Crude Oil Price to the extent mentioned in clause 2.1.9.
- 9.5 After issuance of NOA, in case Bidder fails to execute COSA and provide the Payment Security (as applicable), then ONGC reserves the right to cancel the awarded quantity/allocation and take action as per tender conditions.
- 9.6 Each Bidder acknowledges and agrees that this Request for Proposal (RFP) by ONGC does not constitute any commitment to supply or sell crude oil and is only an invitation to offer. The Notification of Award (NoA) will constitute the formation of the contract and same shall remain binding on both the parties. Crude Oil supply to the Bidder shall not commence unless payment security is furnished (as applicable) and COSA is signed.
- 9.7 Any attempt by a Bidder to influence the Tender process or other Bidders, bid evaluation or the allocation process shall immediately result in disqualification of its bid.
- 9.8 In case of any conflict between the provisions of this RFP and the COSA, the provisions of the COSA shall prevail.
- 9.9 ONGC reserve the right to withhold or withdraw the Tender process at any stage or cancel or modify the process or change / modify / amend any or all provisions of this RFP, at any time, without assigning any reason whatsoever by notice to all Bidders. ONGC shall have sole discretion and reserve the right, without any obligation or liability, to accept or reject any or all of the bids at any stage of the Tender process. ONGC, at its own discretion, can seek additional documents from Bidders that it may require to ascertain the capability of Bidders to offtake crude oil as per the terms of COSA.
- 9.10 Failure to furnish any/all information/documents required under this RFP shall lead to disqualification of the Bidder.
- 9.11 Each Bidder shall participate in the E-Bidding Process at its own expense and none of the expenses incurred during the participation in Tender can be claimed from the Sellers, regardless of the outcome of the Tender.
- 9.12 Each Bidder acknowledges and agrees that this Request for Proposal by the Sellers does not constitute any commitment to supply or sell Crude Oil. The obligation to supply or sell Crude Oil to a Buyer shall become effective only upon the execution of the COSA.

9.13 A company which owns multiple Crude Oil consuming facilities can participate in the Tender by a single registration for all facilities.

## 10. Bidding Support

10.1 A Bidder who requires any clarifications pertaining to the Tender Process in general or technical support during Tender Process may seek the required assistance at the following contact details:

HELPDESK NUMBERS ARE OPEN BETWEEN 0900 HRS to 1800 HRS IST		
Contact Person	Email ID	Mob. No.
1. Mr. Sandeep	<a href="mailto:ongcsupport@c1india.com">ongcsupport@c1india.com</a>	+91-9050287464
2. Ms. Neeti Bala Chandra		+91-7291981128
3. Mr. Chandan Kumar		+91-9015145373
4. Mr. Rohit		+91-7011637894
Escalation if you not received satisfactory response:		
1. Mr. Mukesh Kumar	mukesh.kumar@c1india.com	
Landline Nos:- 0124-4302000 Extns: 201,202,204,205 & 206		





## Section B

(Declaration Formats)

**Appendix-1**

### **BIDDING DOCUMENT ACKNOWLEDGEMENT PRO- FORMA**

**(On company letter head)**

Dated: \_\_\_\_\_

To,

ED, Chief marketing Services,  
1<sup>st</sup> Floor, Tower B,  
Deendayal Urja Bhavan,  
Nelson Mandela Road,  
Vasantkunj, New Delhi  
Pin: 110 070.

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of COSA and RFP enclosed to the "Notice for inviting Offer (NIO)" pertaining to Crude Oil Sales from ONGC's KG-DWN -98/2 block.

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of ONGC and that the said documents are to be used only for the purpose intended by ONGC.

Our address for further correspondence on this offer will be as under:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FAX NO:**

**TELEPHONE No:**

**Yours faithfully,**

**PERSONAL ATTENTION OF:**

**(IF REQUIRED)**

**(BIDDER)**

Note: This form should be uploaded at the time of bid submission along with offer duly digitally signed.



**Appendix-2**

**DELETED**  
**(BLANK)**

### Appendix-3

#### CONFIRMATIONS TO BE GIVEN BY THE BIDDERS

Following confirmations are to be given by the bidder by <b>selecting confirmed /not confirmed</b> in the last column		
1.	I/We hereby confirm that our unconditional validity of the bid is for 45 days from the publication of NIO. NIO Publication day shall be considered as Day Zero (0).	
2.	I/We hereby confirm that our bid is firm during the entire duration of the e-bidding process without any qualification.	
3.	I/We have understood and agree to comply with the RFP, COSA and any addendums / corrigendum thereto for purchasing crude oil and am/are fully aware of the nature of the crude oil to be purchased and my/our Offer is to purchase crude oil strictly in accordance with the conditions mentioned in RFP and COSA and any addendums / corrigendum thereto.	
4.	I/We hereby confirm acceptance of Scope of terms of crude oil supply in toto, without exceptions and exclusions/deviation.	
5.	I/We hereby confirm that all handwritten matter in all the documents submitted are authenticated by me/us.	
6.	I/We hereby confirm that in all the legal documents submitted, the signatures of witnesses are taken.	
7.	I/We hereby confirm that I/we have submitted the Integrity Pact in original duly signed on all pages.	

#### Signature of the Bidder

**Note:** This form should be uploaded at the time of bid submission. If any box above is not marked or falsely tick marked, the bid is likely to be rejected.



**Appendix-4**

**PRO-FORMA CERTIFICATE ON RELATIVES OF DIRECTORS OF ONGC TO BE SUBMITTED PURSUANT TO SECTION 297 OF COMPANIES ACT, 1956**

**CERTIFICATE**

This has reference to our proposed offer/bid for utilization of Crude Oil from ONGC's KG-DWN -98/2 FPSO Block.

For the purpose of Section 297/299 of the Companies Act, 1956, we certify 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.

Signature

(Authorized Signatory of the Bidder /Company/Firm)

Place:

Date:

**Note:**

1. "Relative" means as mentioned in Section 6 of the Indian Companies Act 1956.
2. To be provided on company's letter head.
3. This form should be uploaded at the time of bid submission.



Appendix-5

LETTER OF UNDERTAKING

Undertaking for Payment Security (to be given by PSUs on Stamp Paper of Rs 300/-)

[to be printed on the bottom of NJSP]

This Non Judicial Stamp Paper of Rs 300/- forms part and parcel of this undertaking submitted by \_\_\_\_\_ (Buyer) to Oil And Natural Gas Corporation Ltd. [Seller] and executed by Mr/Ms \_\_\_\_\_ on \_\_\_\_<sup>th</sup> Day of \_\_\_\_\_ 2025, for and on behalf of \_\_\_\_\_ (Buyer)

[to be printed on fresh page]

[Stamp Paper No..... dated .....]

UNDERTAKING

Whereas \_\_\_\_\_ (Buyer) (which expression shall unless it is repugnant to the context or meaning thereof be deemed to include their successors and assigns) is desirous to buy Crude Oil from ONGC for Refining operations.

And Whereas pursuant to Tender process concluded on [ ] Day of 2025, ONGC and Buyer have entered into a Crude Oil Sales Agreement dated [ ] [hereinafter referred to as the 'Agreement'] for sale and purchase of crude oil as per the terms and conditions given therein.

And Whereas as per Article [ ] of the Agreement, the Buyer being a Public Sector Undertaking is required to give this Undertaking.

Now therefore, in consideration of the above the Buyer hereby undertakes and agrees that,



- (1) \_\_\_\_\_ (Buyer) shall comply with all the Terms and Conditions of the Agreement without any deviation.
- (2) \_\_\_\_\_ (Buyer) shall more specifically comply with the provisions of Article no \_\_\_\_ relating to Payment Terms.
- (3) \_\_\_\_\_ (Buyer) shall make payment (in full) due against sale of Crude oil to ONGC, on the Due Date as per the provision of Article \_\_\_\_ of the Agreement, without any deduction.

This undertaking is given at \_\_\_\_\_ (Place) on this \_\_\_\_ day of \_\_\_\_\_ 2025 to Oil And Natural Gas Corporation, New Delhi, hereinafter called ONGC (which expression shall unless it is repugnant to the context or meaning thereof be deemed to include their successors and assigns).

**By:**

**(Name of Buyer)**

**Member/Authorized Signatory**

**(Signature/Stamp)**

**Notary:**

**(Stamp & Seal)**

**Registered Office:**

**(Full Address of Buyer)**

**Note:** This form should be submitted by the successful bidders at the time of/before signing of Crude Oil Offtake Agreement (COSA).



**Appendix – 5A**

**PSU Bidders to submit Supporting Document for Appendix-5 in the format as shown below:**

Supporting Document

Appendix 5 of RFP for Sale of KG-DWN-98/2 Field crude Oil of ONGC

(To be submitted on the Letter head of the company)

We hereby acknowledge that we have taken due cognizance of the contents of Appendix – 5 (Undertaking for Payment Security – To be given by PSUs on Stamp Paper of Rs 300/-) of RFP for Sale of Crude Oil from ONGC KG-DWN -98/2 block FPSO AS-V.

We agree to furnish the said Undertaking, immediately post results of Tender and completion of related formalities.

By:

Member/Authorized Signatory

(Signature/Stamp)

Full Address of Buyer:

**Note:** This form should be uploaded only by PSU bidders at the time of bid submission.



**Appendix-6**

**Payment Security Deposit**

**PRO-FORMA FOR IRREVOCABLE STANDBY LETTER OF CREDIT (L/C) TOWARDS  
PAYMENT SECURITY DEPOSIT(S)  
UNCONDITIONAL IRREVOCABLE LETTER OF CREDIT. NO.  
BENEFICIARY: OIL AND NATURAL GAS CORPORATION LTD,**

To

[SELLER / BENEFICIARY]

[ADDRESS]

.....

AMOUNT OF LETTER OF CREDIT: ₹..... EXPIRY  
DATE.....

We hereby establish unconditional irrevocable Letter of Credit no.-----Dt.-----in favour of Oil and Natural Gas Corporation Ltd., \_\_\_\_\_ Asset, \_\_\_\_\_ Dist.: \_\_\_\_\_, \_\_\_\_\_ Pin- \_\_\_\_\_ for ₹..... against COSA /RFP no. <RFP no. to be entered> as per following details:-

1. This is an unconditional IRREVOCABLE and without recourse LETTER OF CREDIT which allows multiple part encashment and is valid up to \_\_\_\_\_ for submission of documents for negotiation to the bank.
2. This Letter of Credit covers payment towards Payment Security Deposit as a part of the bid to cover the corresponding Security Value as per provision of the COSA.
3. All bank charges including negotiation/ handling and interest charges will be borne by the opener of Letter of Credit i.e. Bidder/buyer.
4. If the payment to ONGC/ONGC banker is not made at sight of documents, interest @ SBI Base Rate plus 6 % (six percent) per annum compounded quarterly for each day payments are overdue until paid, shall be charged.
5. Payment against the Letter of Credit shall be released immediately on presentation of duly signed invoice/provisional invoices/ debit notes in duplicate by ONGC.
6. This unconditional irrevocable Letter of Credit is available for negotiation directly with the issuing Bank/Branch or through ONGC's bankers without recourse to the drawer.
7. The Issuing Bank undertakes not to amend any of the terms and conditions of this letter of credit (L/C) without prior consent of Beneficiary during the validity of this Letter of Credit.
8. The issuing Bank certifies that the officer(s) signing this Letter of Credit is (are) authorized for this purpose and shall remain binding upon the issuing bank.
9. The Issuing Bank shall forward and submit this Letter of Credit to the Advising Bank for advising of this Letter of Credit to Beneficiary



10. We, Bank Name, A Company Incorporated under The Companies Act, 1956 and Carrying on Banking Business Under The Banking Regulation Act, 1949 and having Its Registered office at ----- and Its Corporate office at ----- and one of Its Branch office at (Hereinafter Referred To As The "Bank" Which Expression Shall Unless Repugnant To Context Or Meaning Thereof, Include Its Successors Or Assigns In Business), do hereby undertake to pay the Beneficiary, on demand any and all monies payable by the applicant to the extent of **Rs. -----** **-(Rupees----- Only)** as aforesaid at any time up to [Date] without any demur, delay, reservation contest, or protest and/or without any reference to the applicant. Any such demand made by the beneficiary on the Bank shall be conclusive and binding notwithstanding any difference, dispute or objection between the beneficiary and applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority and the Bank's liability under this present being absolute and unequivocal. The Bank shall not require the beneficiary to justify the invocation of this SBLC, nor shall the Bank have any reference against the procurer(s) in respect of any payment made hereunder.

We hereby guarantee to protect the beneficiary from any consequences, which may arise in the event of non-acceptance or non-payment of, draft drawn in accordance with the terms of credit.

Yours faithfully

(Sign of authorized Officer of Bank)

**Note:** This form should be submitted by the successful bidders at the time of/before signing of Crude Oil Offtake Agreement (COSA).



**Appendix-7**

**Undertaking regarding Fraud Prevention Policy of ONGC  
(On company letter head)**

Dated: \_\_\_\_\_

To,

ED, Chief marketing Services,

1st Floor, Tower B,

Deendayal Urja Bhavan,

Nelson Mandela Road,

Vasant Kunj, New Delhi

Pin: 110 070.

Sub: Undertaking regarding Fraud Prevention Policy of ONGC.

Dear Sirs,

I/We have read the Fraud Prevention Policy of ONGC available at ONGC's public portal <http://www.ongcindia.com/> and would adhere to the same and shall not indulge myself/ourselves or allow others to indulge in fraudulent activities and would immediately apprise ONGC of the fraud/suspected fraud as soon as it comes to my/our notice.

**FAX NO:**

**TELEPHONE No:**

**PERSONAL ATTENTION OF:**

**(IF REQUIRED)**

**Yours faithfully,**

**(BIDDER)**

**Name:**

**Designation:**

**Note:** This form should be uploaded at the time of bid submission.



**Appendix -8**

**Undertaking regarding statutory/ regulatory compliances prior to commencement of crude oil off-take  
(On company letter head)**

Dated: \_\_\_\_\_

To,

ED, Chief marketing Services,

1st Floor, Tower B,

Deendayal Urja Bhavan,

Nelson Mandela Road,

Vasant kunj, New Delhi

Pin: 110 070.

Dear Sirs,

We have read the terms and conditions provided in the RFP and COSA regarding obligation of the bidder to obtain all the necessary statutory/regulatory clearance for the proposed crude oil usage.

We agree and undertake that we will obtain all the necessary statutory/regulatory compliances before commencement of crude oil offtake and will furnish an undertaking as per Appendix 8A of the RFP confirming that we have obtained all necessary statutory / regulatory compliances and approvals before commencement of the crude oil offtake. We also confirm that we will hold harmless and indemnify ONGC against any loss, damage, notice, prosecution etc, arising out of commencement of crude oil supply by ONGC relying on the undertaking furnished by us.

**FAX NO:**

**TELEPHONE No:**

**PERSONAL ATTENTION OF:**

**(IF REQUIRED)**

**Yours faithfully,**

**(BIDDER)**

**Name:**

**Designation:**

**Note:** This form should be uploaded at the time of bid submission.



**Appendix -8A**

**Undertaking regarding statutory/ regulatory compliances prior to commencement of crude oil off-take  
(On company letter head)**

Dated: \_\_\_\_\_

To,

ED, Chief marketing Services,

1st Floor, Tower B,

Deendayal Urja Bhavan,

Nelson Mandela Road,

Vasant kunj, New Delhi

Pin: 110 070.

Dear Sirs,

We have read the terms and conditions provided in the RFP and COSA regarding obligation of the bidder to obtain all the necessary statutory/regulatory clearance for the proposed Crude Oil usage.

We confirm that we have obtained all the necessary statutory/regulatory compliances and approvals for commencement of crude oil offtake as per terms of RFP and COSA. We further confirm that we will hold harmless and indemnify ONGC against any loss, damage, notice, prosecution etc arising out of commencement of crude oil supply by ONGC relying on the undertaking furnished by us.

**FAX NO:**

**TELEPHONE No:**

**Yours faithfully,**

**PERSONAL ATTENTION OF:**

**(IF REQUIRED)**

**(Customer)**

**Name:**

**Designation:**

**Note:** This form should be submitted by the successful bidders before the commencement of crude oil offtake.



**Appendix-9**

**Declaration regarding banning order**

(On company letter head)

Dated: \_\_\_\_\_

To,

ED, Chief marketing Services,

1st Floor, Tower B,

Deendayal Urja Bhavan,

Nelson Mandela Road,

Vasantkunj, New Delhi

Pin: 110 070.

**Sub: Declaration regarding banning order.**

Dear Sirs,

I/We hereby declare that neither ourselves, nor any of our allied concerns/partners/ associates/directors / proprietors involved in any capacity (the “bidder group”), are currently serving any banning orders issued by ONGC or its subsidiaries debarring the bidder group from carrying on business dealings with ONGC or its subsidiaries.

FAX NO:

TELEPHONE No:

Yours faithfully,

PERSONAL ATTENTION OF:

(IF REQUIRED)

**(BIDDER)**

**Name:**

**Designation:**

**Note:** This form should be uploaded at the time of bid submission.

**Appendix -10****PROFORMA OF INTEGRITY PACT**

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

**INTEGRITY PACT**

Between

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

and

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

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

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ----- (“the Contract”). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section 1**

### **Commitments of the Principal**

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

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

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

### **Section 2**

#### **Commitments of the Bidder/ contractor**

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

- a. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder / Contractor will not enter into any agreement or understanding with other Bidders in connection with the bid, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- c. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India/Indian Penal Code, 1860. Further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - e. The bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder(s)/ contractor(s) of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender.
  - f. The bidder(s)/ contractor (s) who have signed the Pact shall not approach the Courts while the matters/disputes/issues, related to tender process or the Contract are presented before the IEM and awaiting the final decision.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3

#### Disqualification from tender process and exclusion from future contracts

- i) If the Bidder, before the Contract is awarded, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question:
  - a. the Principal is entitled to disqualify the Bidder from the tender process or to terminate the Contract, if already signed, for such reason.
  - b. the Principal is entitled to exclude the Bidder / Contractor from participating in future contracts/tenders. The imposition and duration of the exclusion will be determined by the Principal based on the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of six (6) months and maximum of three (3) years.
- ii) An act/omission would be treated as a transgression after due consideration of the available evidence by the Principal.



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

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

#### **Section 4**

##### **Compensation for Damages**

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

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

## **Section 5**

### **Previous transgression**

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

## **Section 6**

### **Equal treatment of all Bidders / Contractors / Subcontractors**

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

## **Section 7**

### **Criminal charges against violating Bidders/Contractors/Subcontractors**

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

## Section 8

### Independent External Monitor / Monitors

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

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

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

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

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

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

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

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

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

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

## **Section 9**

### **Pact Duration**

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

## **Section 10**

### **Other provisions**

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

-----  
For the Principal

-----  
For the Bidder / Contractor



Place -----

Witness 1 : -----

Date -----

Witness 2 : -----

**Note:** Integrity Pact duly signed and witnessed should be uploaded at the time of bid submission.

**Appendix -11**

**A. Typical Crude Oil Characteristics**

(As per attached assay report)



**Appendix-12**

**UNDERTAKING**

(To be uploaded by Bidders in Technical Bid section of bidding portal C1 India Pvt. Ltd. against RFP No: ONGC/RFP/Crude Oil/KG-DWN-98/2/06)

Name of Bidder: .....

We hereby declare that there is no change in the following documents submitted against RFP for latest e-tender of ONGC pertaining to sale of crude oil from KG-DWN-98/2 block and are valid as on last date of bid submission.

(Please strike out if there is any change in any of the documents listed below)

1. Audited financial statements of previous three Financial Years. The latest financial statement should not be later than 18 months from the date of submission of bid.
2. Valid PAN and VAT/CST/GST (as applicable) Registration certificate.
3. Power of Attorney / Board Resolution in the name of the authorized representative of the Bidder.

Also,

We agree that the documents in which there is change from the previously submitted version shall be uploaded to the portal.

The information given above is true to the best of my knowledge.

(Authorized Signatory)

Name of Bidder