

Tender No ONGC/NIO/NAPHTHA/RJY/02

**.TENDER DOCUMENT.
FOR INVITING e-tender FOR
SALE OF NAPHTHA FROM Tatipaka Refinery,
ONGC,
RAJAHMUNDRY ASSET**

OIL AND NATURAL GAS CORPORATION LTD

OIL AND NATURAL GAS CORPORATION LTD.
Rajahmundry Asset, Rajahmundry,
East Godavari District (Andhra Pradesh State)

TENDER No. **ONGC/NIO/NAPHTHA/RJY/02**

Dated:24.12.2024

NOTICE INVITING TENDERS (NIT) FOR SALE OF NAPHTHA FROM ONGC RAJAHMUNDY ASSET

ONGC in association with C1 India Pvt Ltd invites e-bids under 'Two Bid System' from interested prospective Consumers for sourcing Naphtha from ONGC's Tatipaka Refinery of Rajahmundry Asset through C1 India Pvt Ltd's e-bidding platform: <https://oilgasbidding.eproc.in>

Sr. No.	Name of the Product	Offered Quantity (per month)	Duration of availability	Contract Period	Delivery Point	Reserve Price
1	Naphtha	1600 MT	2years	2 years with provision for extension by more 1 year under the same T&Cs	Tatipaka Refinery	Applicable RTP of Naphtha ex Vizag (Fertilizer/Non Fertilizer as Applicable) plus Rs. 7605/MT

SALE OF NAPHTHA, RAJAHMUNDRIY ASSET

INDEX

Sl. No.	Features	Details	Page. No.
A	Instructions to the Bidders	Annexure-I	4
1	Bid Document Acknowledgement form	Appendix 1	11
2	Bid submission Pro-forma	Appendix 2	12
3	Bid submission Agreement Pro-forma	Appendix 3	13
4	Confirmations to be given by bidders	Appendix4	14
5	Pro-forma certificate on relatives of directors of ONGC to be submitted	Appendix 5	15
6	Authorization letter for attending bid opening	Appendix 6	16
7	Check List	Appendix 7	17
8	Undertaking regarding Naphtha price quotation	Appendix-8	18
9	Undertaking regarding payment of revised Naphtha price	Appendix-9	19
10	Undertaking regarding Fraud Prevention Policy of ONGC	Appendix-10	20
11	Confirmation regarding invoking of Security Deposit(s)	Appendix-11	21
12	Pro-forma for Bank Guarantee towards Security Deposit(SD)	Appendix-12	22
13	Pro-forma for Letter of Credit (L/C) towards Security Deposit(SD)	Appendix-13	24
14	Format For Undertaking To Attend Pre-Bid Conference	Appendix-14	25
15	Certificate of Compliance	Appendix-15	26
16	Undertaking regarding providing Security Deposit by way of Bank Transfer	Appendix-16	27
17	Undertaking regarding providing Payment Security by way of Bank Transfer	Appendix-17	28
18	Undertaking regarding adherence to Naphtha (Acquisition, Sale, Storage and Prevention of use in Automobile) Amendment Order, 2000 subsequent amendments	Appendix-18	29
B	Schedules of The Bidding Documents		
1	Bid/Application Format	Schedule-A	30
2	Bid/Application Format	Schedule-B	34
3	Bid Evaluation Criteria	Schedule-C	35
4	Indicative specification of Naphtha	Schedule -D	40
5	Model Contract /Termsheet Schedule	Schedule - E	41
6	Operating procedures	Schedule – F	49
7	Proforma for letter of credit for Payment Security Deposit	Schedule – G	53
8	Pro-forma of integrity pact	Schedule –H	55
9	Indemnity bond	Schedule – I	61
10	Undertaking	Schedule – J	63
11	Sample calculation of Bid Security Amount	Schedule – K	64
12	Instructions for the Bidding portal	Schedule – L	65

INSTRUCTION TO THE BIDDERS-Annexure-I

1. The refinery comes under Rajahmundry Asset in the State of Andhra Pradesh.
2. The bids are invited on two-bid basis. The first bid, which is a techno-commercial bid, will be opened to assess the technical & commercial eligibility of bidders and, subsequently, the second bid, which is the price bid, will be opened only from the bidders who are techno-commercially qualified.
3. Only those bidders, who are in position to commence offtake of Naphtha within maximum 20 (Twenty) days from Notification of Award (NOA), should submit their bids.
4. In techno-commercial bid[Bid Schedule-A Part-I (Technical Bid)], the bidders shall submit their bid including the following:
 - i. The bidder can bid upto a maximum quantity of product on offer or part thereof subject to minimum biddable quantity of 250 MT/Month for Naphtha. Bidder to indicate the Naphtha quantity (in multiples of 50) they are bidding for in the space provided in the Bid Schedule- A Part-I (Technical Bid). Only those bids which conform to the above threshold limits shall be considered for evaluation based on Bid Evaluation Criteria.
 - ii. Bidder to indicate the quantity of the Naphtha in the Bid Schedule-A Part-I (Technical Bid) from NOA date to commence off-take.
5. In the Price Bid, [Bid Schedule- B Part-II (Price Bid)], the Bidder is required to mention quote/ un-quote. It is also to be noted that bidder is required to quote for premium in bidding portal under price bid schedule and the bids shall be rejected if the price is quoted elsewhere. The bidder is expected to examine all instructions, forms, and Terms of model contract/Term sheet provided in the bidding documents. Failure to furnish all information required by the bidding documents entails rejection of bid by ONGC without seeking any clarifications. Bids not conforming to Bid Evaluation Criteria (BEC) may result in the rejection of bid without seeking any clarifications.
6. The details of the Tender are as under:

1.	Tender No.	TENDER No. - ONGC/NIO/NAPHTHA/RJY/01
2.	Type of Tender	Indigenous/Open on 'Two Bid System'
3.	Description of Tender	Naphtha sales from ONGC, Rajahmundry Asset.
5.	Submission of Tenders and Time	15.01.2025 up to 1400 hrs. (IST)
6.	Opening Date and Time of Bid	15.01.2025 at 1500 hrs.(IST), Bidder can attend the opening of the bid through VC mode
7.	Bid Validity Up to	210 days from the date of Publishing of NIO.
8.	Bid Security/Security Deposit (SD)	The amount of the Bid Security shall be based on 7 day's Naphtha Supply (consider number of days in a month as 30 days) and same shall be calculated based on the quoted quantity by the bidder and reserve price (i.e. applicable RTP ex-Visakh on the date of publication of NIO and Rs 7605/MT Mark-up). The RTP of Naphtha (Non Fertilizer) ex-Visakh for the month of Dec'24 as on NIO date is Rs. 55330/MT Sample calculation sheet is attached schedule K.
9.	Address for correspondence	Kind Attn: Mr Mukesh Kumar, C1 India Pvt Ltd. Plot No 68, 3rd Floor, Sector 44, Gurugram, Haryana- 122003
10.	Tender Fee.	Nil
11.	Location of the product availability	Tatipaka Refinery Oil And Natural Gas Corporation Ltd.

		Rajahmundry Asset, East Godavari District, Andhra Pradesh
12.	Name of Product and Quantity	Naphtha - 1600MT/Month Typical Specifications are attached at Schedule –D.
13.	Mode of delivery	By Road Tankers to be deployed by successful bidder (s) at its cost and risk. Buyer has to uplift quantities as per procedure laid down in Model contract/Term sheet.
14.	Term of Supply	Two (2) years from the date of first supply with the provision for the extension by 1 more year with same terms and conditions, to be decided at the time of extension by ONGC.
15.	Duration of TENDER DOCUMENT	TENDER DOCUMENT shall be available for free download from the site https://oilgasbidding.eproc.in from 1100 hrs. of date of publication to 1400 hrs. of 15.01.2025.
16.	Pre –bid conference	ONGC shall hold a pre-bid conference in online mode on for clarifying issues, if any, raised by prospective bidders. Bidders desirous of participating in the pre-bid conference should intimate their participation in writing to TENDER DOCUMENT issuing Authority with probable questions / points for clarification by 31/12/2024 at 17:00 Hours. (Last date submission of pre-bid queries).
17.	Eligibility of bidders	Bidders should either be any of the PSU Oil Marketing Companies or end user themselves as per details in the BEC (Schedule C). Participation from re-sellers are not allowed.
18.	Type of Tender	The bids are invited on two-bid basis. The first bid, which is a techno-commercial bid (comprising Schedule A of the TENDER DOCUMENT document), will be opened to assess the technical & commercial eligibility of bidders and, subsequently, the second bid, which is the price bid (comprising Schedule B of the TENDER DOCUMENT document), will be opened only from the bidders who are techno-commercially qualified.
19.	Minimum Quantity for Quote	Buyer has to quote for a minimum quantity of 250 MT/Month for Naphtha of the total tendered quantity of the products under offer through this TENDER DOCUMENT.
20.	Date of submission of Offers	Bid must be submitted on or before 15.01.2025 at 1400 hrs.(IST) in the C1 India's bidding portal.
21.	Date of opening of received bids.	Offers / Bids received shall be opened at 1500 hrs. on 15.01.2025 through VC mode and links will be shared to all the bidders who have submitted the bids. Bidder's authorized representative (for which authorization letter have been submitted) may attend the Bid opening to process.

22.	Bid Evaluation and other conditions	<p>i. Bids shall be evaluated as per the Bid Evaluation Criteria (BEC) attached as Schedule -C to this TENDER DOCUMENT.</p> <p>i. Bidder shall submit/upload all documents including proof of payment of Bid Security with Digital signature on all documents being uploaded including scanned copies of licenses or other documents sought in the TENDER DOCUMENT.</p> <p>Bidder should quote the price only in the price bid format as indicated in Bid Schedule- B Part-II (Price Bid)] of this Tender document. Price quotes in any other form would be rejected. Bids should be complete in all respects. Incomplete bids shall be liable for rejection.</p> <p>Bidders are advised not to take any deviation to any conditions of the TENDER DOCUMENT. Bids with deviations or conditional bids are liable to be rejected at the sole discretion of ONGC. Model Contract/Term sheet is attached as Schedule E. Successful bidder should sign the Contract within 20 days of allocation of the product under this TENDER DOCUMENT.</p> <p>All scanned pages of the TENDER DOCUMENT documents should be duly signed by the authorized signatory with company seal.</p> <p>Bidders are requested to submit/upload "Integrity Pact" (Schedule H) in the techno-commercial bid folder duly signed in all pages by the same signatory who signs the bid.</p> <p>Bidders are requested to submit documents as per appendices 1 to 18 of Annexure-I</p> <p>Bidder shall bear all costs associated with the preparation and submission of its bid and ONGC will in no case be responsible or liable to those costs, regardless of the conduct or outcome of the bidding process.</p>
23.	Other Information	<p>The proposed sale shall be governed by applicable Indian Laws, Government of India notifications and guidelines.</p> <p>Supply of Naphttha shall be made to the eligible bidders accepting the operating procedures attached herewith as Schedule F.</p>
24.	ONGC's right to accept or reject the offers.	<p>ONGC retains the right to accept or totally reject all or any of the offers received through this TENDER DOCUMENT without assigning any reason.</p> <p>ONGC retains the right to allot full or part quantity at its discretion.</p> <p>This invitation calling for offers through "TENDER DOCUMENT" shall not bind ONGC to supply the product to any of the party.</p>

25.	Bank Details	<p>Bid Security submission through Bank Transfer:</p> <p>(i) For Direct Transfer into ONGC Account through NEFT/RTGS/Electronic fund transfer:</p> <p>Name- Oil and Natural Gas Corporation Limited Bank: State Bank of India Branch: Rajahmundry Bazar Branch Branch Code: 03485 ONGC Account No. 10471668364 IFSC: SBIN0003485</p> <p>For issuance of LC, following details are to be used in advising bank:</p> <p>Bank: State Bank of India Branch: SME Rajahmundry Branch Branch Code - 16314 Swift Code – SBININBB811 IFSC - SBIN0016314 Branch Mail ID – sbi.16314@sbi.co.in</p> <p>(ii) Bid Security Submission through e-BG: For issuance of E-Bank Guarantee and Letter of credit, following details are to be used in advising bank</p> <p>Beneficiary A/c Name: Oil and Natural Gas Corporation Limited Bank: State Bank of India Branch: CAG Delhi Branch Code : 17313 ONGC Account No: 42559953079. Swift Code – SBININBB824 IFSC - SBIN0017313</p> <p>Account Type: CC Branch Mail ID : sbi.17313@sbi.co.in</p> <p>For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform. details of ONGC (Beneficiary) are as under:</p> <table border="1"> <tr> <td>(i)</td><td>PAN</td><td>AAACO1598A</td></tr> <tr> <td>(ii)</td><td>Name</td><td>Oil and Natural Gas Corporation Limited</td></tr> <tr> <td>(iii)</td><td>Date of incorporation</td><td>23.06.1993</td></tr> </table>	(i)	PAN	AAACO1598A	(ii)	Name	Oil and Natural Gas Corporation Limited	(iii)	Date of incorporation	23.06.1993
(i)	PAN	AAACO1598A									
(ii)	Name	Oil and Natural Gas Corporation Limited									
(iii)	Date of incorporation	23.06.1993									

	(iv)	Email ID	ebg@ongc.co.in
	(v)	Contact No.	9968282271 0120-6034040, 0120-4487711
	(vi)	Legal Constitution	Entity
	(vii)	Registered Office Address	Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70
	(viii)	Registered office address Pin code	110070
	(ix)	Communication Address	ONGC, Shared Service Center, 1 st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh
	(x)	Communication Address Pin code	201309

7. **Important:** The refund of Bid Security by ONGC to unsuccessful bidders after end of bidding process **in case of Bank Transfer** will be done only against ONGC vendor code of bidder. Bidders to ensure that Bid Security amount to be transferred by same Bank Account which is associated with ONGC vendor Code. If any bidder does not have a vendor Code with ONGC then the same need to be created by vendors themselves before making payment of bid security (Vendor code can be created through official e-Tender Portal of ONGC- ONGC e-procurement website <https://etender.ongc.co.in> –Bidder self-Registration-New Bidder) for ease of getting refund in case of being unsuccessful. Bidders to ensure prior to transfer of Bid Security Amount that the Vendor code exists with correct details of Bank. No need to create fresh Vendor code if the bidder already has the same with ONGC but details of Bank must be checked.
8. **Bid Security to be submitted only through e-Bank Guarantee, e-LC, electronic fund transfer through NEFT/RTGS.** In case bidder is unable to provide e-BG due to non-availability of the same from the scheduled bank, SFMS based bank guarantee can also be accepted by ONGC. However, whenever a bidder submit SFMS based BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS based BG.
9. **The bidder shall be compulsorily required to submit/ upload the proof of successful payment of Bid Security amount to the designated account of ONGC, and details of payment thereof with the offer (with techno-commercial bid in case of two bid system). Bidder shall ensure that tender no. ONGC/NIO/NAPHTHA/RJY/02 with date is invariably indicated in the text/remark of the transfer instrument.**
10. Prospective bidders can download the tender document from ...C1 India Pvt Ltd.'s bidding portal <https://oilgasbidding.eproc.in>.. There shall be no tender sale as tenders are issued free of cost now. The detailed instructions for participation/submission of Bid in the e-bidding portal is given at Schedule L.
11. Bidder is required to furnish all details/requirements as per tender documents and Bid Evaluation Criteria (BEC) along with their bid for evaluation.

12. No change in specifications and tender conditions will be permissible after bid opening.
13. Bids uploaded without having the prescribed bidding documents of ONGC and without complying with the terms and conditions of Bidding Documents including BEC for submitting the bids will be ignored.
14. Bid must be submitted on or before **15.01.2025 at 1400** hrs.(IST) in the Bidding portal.
15. Tenders will be opened on the same day i.e. **15.01.2025 at 1500 hrs.**(IST) through VC mode.
16. ONGC reserves the right to reject any or all the bids without assigning any reason whatsoever.
17. The bids submitted in physical form against the e-bidding tender shall not be given any cognizance. Bid Security submitted in the form of e-L/C e-BG, Bank transfer the same should be submitted two days **before 1800 Hrs IST of the** bid closing date.

It is submitted that the verification of Bid Security, submitted in the form of e-L/C, e-BG or Bank transfer shall be carried out by the Bidding agency or ONGC as the case may be.

In case the bank issuing the Security Deposit is the nature of a scheduled commercial private sector bank, a minimum AA credit rating from any of ICRA/CRISIL/CARE/IND-RA will be required to be submitted along with the techno-commercial bid. A confirmation in this regard shall be obtained from the issuing bank by the bidder and submitted to ONGC. In case of non-receipt by ONGC of this confirmation from the issuing bank, the bid will be rejected.

Further, copies of the following additional documents should be uploaded with Digital Signature of Authorized person along with the technical bid:

- i. The security deposit submitted in the form of e-BG, e-LC, SFMS based e-BG along with Letter from Bank, bank transfer (NEFT/RTGS/Electronic fund transfer) to ONGC's designated account number as mentioned, **bidder shall ensure that tender no. ONGC/NIO/NAPHTHA/RJY/02 is invariably indicated in the text/remark in the online transfer of security deposit to ONGC's account and following necessary details/proof may be furnished and uploaded (As per Appendix 16 of Annexure I):**
 - NEFT/RTGS/Electronic Fund Transfer (tick mark mode of transaction)
 - UTR/Transaction no.:
 - Date & Time of Transaction:
 - Amount:
 - Payer's Account no.:
 - Payer's Account name:
 - Payer's bank name & address:
 - Payer's bank IFSC code:
 - Payer's bank SWIFT code:
- ii. Scanned copy of original of "Power of Attorney" or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder when the power of attorney is a special "Power of Attorney" relating to the specific tender of ONGC only.
Scanned copy of the notarised true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney".
- iii. Scanned copy of the "Integrity Pact"(Schedule H) signed on all the pages by the same signatory who is duly authorized to sign the bid digitally

ONGC reserves the right to seek in physical form original/notarized true copy of any document uploaded in digital form, at any time during the processing of tender and execution of contract/Term sheet.

18. Bidders should note that acceptance of their offer is subject to remittance of Bid Security Deposit to designated account of ONGC on or before due date and time of tender closing (in case the same is being submitted through RTGS/NEFT/Electronic Fund Transfer). If required, ONGC reserves right to obtain confirmation regarding date and time of credit of Security Deposit amount to its account from concerned bank. The decision of ONGC in this regard shall be final and binding on the bidder.
19. In their own interest bidders submitting Security Deposit via e-BG, e-LC, NEFT/RTGS/Electronic Fund Transfer are advised to complete the transaction at least 48 hours before bid closing date.
20. Details of the Notice Inviting Tender (NIT) are available at C1 India website on <https://oilgasbidding.eproc.in>. The schedule of the bidding process is given below:

Sr.	Particular	Activity Date and Time
1	Publishing NIO	24/12/2024 at 11:00 Hours, Tuesday
2	Last date for submission of queries of bidder	31/12/2024 at 17:00 Hours, Tuesday
3	Pre-bid meeting	07/01/2025 at 11:00 Hours, Tuesday
4	Bidder training	26/12/2024 to 14/01/2025,
5	Start of Bidder registration on the portal	24/12/2024 at 11: 00 Hours to 14/01/2025 at 12:00 Hours
6	Last date for bid submission (Technical Bid and price bid) along with documents - etc. under pre-qualification process	15/01/2025 at 14:00 Hours, Wednesday
7	Last date of the receipt of Bid Security Deposit	13/01/2025 at 18:00 Hours, Monday
8	Opening of the Technical Bid	15/01/2025 at 15:00 Hours, Wednesday
9	Notification to techno-commercially qualified Bidders	22/01/2025, Wednesday
10	Opening of the Price Bids & H1 Price allocation	23/01/2025 at 11:00 Hours, Thursday
11	In case volume remains unallocated H1 matching process initiated and details will be shared with eligible Bidders	23/01/2025 onwards

21. Bid Security Deposit (SD) (also refer Clause 17 of Schedule – E containing Model Contract/Term sheet):

- The Bid Security Deposit (SD) is required to protect ONGC against the risk of Bidder's conduct, which would warrant the security's forfeiture in pursuance to clause 'e'.
- All Bidders (except PSU OMCs) without relaxation of any kind whatsoever, have to submit Bid Security Deposit (SD) along with techno-commercial bid for the Naphtha purchase, the amount of the Bid Security shall be based on 7 day's Naphtha Supply and same shall be calculated based on the quoted quantity by the bidder and reserve price (i.e. applicable RTP ex-Vizag on the date of publication of NIO plus Rs 7605/MT Mark-up). Non-submission of the Bid SD will lead to rejection of the Bid.
- Bid Security Deposit (SD) can be provided in any of the following forms:

i) Unconditional Irrevocable electronic Bank Guarantees (e-BGs) in the prescribed format as per Appendix-12 of Annexure-I. The bank guarantee by the bidder will have to be given from the Nationalized/Scheduled banks only.

or

Irrevocable electronic Letter of Credit (e-L/C) with instructions which allow the beneficiary multiple part encashment. The format for letter of credit for Bid Security Deposit (SD) is as provided in Appendix-13 of Annexure-I. Such Security Deposit (SD) shall be issued by a scheduled/Nationalized bank.

A confirmation in this regard shall be obtained by ONGC from the issuing bank of the bidder/customer.

or

Bank Transfer through NEFT/RTGS or Electronic fund transfer to ONGC's account (as provided in bid document). The details of such transfer (as brought out in Instructions to the Bidders – Annexure-I) should be uploaded in the form of undertaking as per Appendix-16 to Annexure-I. ONGC shall not pay any interest on such amount deposited by the bidders against security deposit. Bidder to upload proof of Bank Transfer as Bid Security while submitting the bid.

ii) **This Security Deposit(s) should be valid for at least one year & one month from the date of publishing of NIO.** iii) The security deposit may be submitted either in the form of e-BG or e-L/C or Bank Transfer, however, no combination is allowed. Submission of the same in parts is also not allowed. **Bidders to ensure submission of Bid security through electronic means only.**

d. Techno-Commercial Bids submitted without Bid Security Deposit (SD) will be rejected.

e. The Bid Security Deposit (SD) submitted by bidders shall be forfeited by ONGC in the following events:

- (A) Bidder withdraws the bid during validity period or any extension duly agreed by the bidder.
- (B) Bidder varies or modifies the bid in a manner not acceptable to ONGC during the validity period or any extension thereof duly agreed by the bidder.
- (C) Non-signing of Contract Agreement/Termsheet within 20 (twenty) days from date of Notification of Award (NOA) to the Bidder,
- (D) Bidder is disqualified from the tender process prior to award of contract according to the provisions under Section 3 of Integrity Pact.
- (E) On the occurrence of any other event as stipulated in the bid document.

g. The Bid Security Deposit shall be liable to be invoked for encashment in the event of delay in utilization of the Naphtha as per the use quoted by the bidder in the bid document beyond the time allowed in the bid.

f. On finalization of the bidding process, Bid Security Deposit (SD) of unsuccessful Bidders will be returned by Bidding agency without carrying any interest. In case of Bank Transfer, the refund of Bid Security Deposit to unsuccessful bidders by ONGC will be done only against ONGC vendor code of bidder. Bidders to ensure that Bid Security amount to be transferred by same Bank Account which is associated with ONGC vendor Code. In case if a bidder does not have a vendor code with ONGC, it must make sure that it has created or already has a Vendor code before submission of bid for getting timely refund.

Appendix-1 of Annexure-I

BIDDING DOCUMENT ACKNOWLEDGEMENT PRO- FORMA
(On company letter head)

Dated: _____

To

The Asset Manager,
ONGC, Rajahmundry Asset,
Rajahmundry, Dist. –East Godavari
Andhra Pradesh (State). Pin: -533106.

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents enclosed to the "Notice for inviting tender (NIT)" pertaining to sale of Naphtha from, Rajahmundry Asset against Tender No **ONGC/NIO/NAPHTHA/RJY/02**.

We have noted that the closing date for receipt of the tender by ONGC is **15.01.2025** at 1400 hrs. (IST) and opening at 1500 hrs.(IST) on the same day.

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 along with offer duly digitally signed.

Appendix-2 of Annexure-I

BID SUBMISSION PRO-FORMA

(On letter head)

Tender No. ONGC/NIO/NAPHTHA/RJY/02	Bidder's Address:
	Telephone No.
	Fax No:

To

The Asset Manager,
ONGC, Rajahmundry Asset,
Rajahmundry, Dist. –East Godavari
Andhra Pradesh (State). Pin: -533106.

Dear Sir,

1. I/We hereby offer to purchase the Naphtha detailed in Terms of Sale of Naphtha here to or such portion thereof as you specify in the Award of Allocation at the price given in the said Offer and agree to hold this offer open till 210 days from the date of publishing Notice Inviting Offer (NIO)
2. I/We have understood and complied with the "Instructions to Bidders" at Annexure - I, "Bid Evaluation Criteria" at Schedule-C and accepted the Terms and Conditions of Model contract at Schedule-E for sale of Naphtha and have thoroughly examined and complied with the Terms and Conditions of sale of Naphtha hereto and am/are fully aware of the nature of the Naphtha to be purchased and my/our Offer is to purchase the Naphtha strictly in accordance with the conditions.
3. The following pages have been added to and form part of this offer as per the bid submission format:-

<u>Sl No.</u>	<u>Detail of the Document</u>	<u>Attachment Sl. No</u>

4. Bid Submission Agreement at Appendix 3 on receipt of Bidding documents and Submission of Offer has been duly signed and returned herewith.

Yours faithfully,

Signature of Bidder

Address:

Dated :

Signature of Witness

Address:

Dated

Note: This form should be uploaded along with bid duly digitally signed.

BID SUBMISSION AGREEMENTNo. **ONGC/NIO/NAPHTHA/RJY/02**

Dated:

Sub: **PURCHASE OF BIDDING DOCUMENTS**Ref: Tender No. **ONGC/NIO/NAPHTHA/RJY/02**

ONGC and the Bidder agree that the Notice for Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of 210 days from date of NIO AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. They confirm acceptance and compliance with the Integrity Pact in letter and spirit. They further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract, which will come into existence when bid, is finally accepted by ONGC. The consideration for this separate initial contract preceding the main contract is that ONGC is not agreeable to issue the NIT to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for 210 days from the publishing of NIO and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with ONGC. ONGC promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions, ONGC shall have unqualified, absolute and unfettered right to encash/forfeit the bid security submitted in this behalf.

Yours faithfully,	Yours faithfully,
(BIDDER)	(ONGC)

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

CONFIRMATIONS TO BE GIVEN BY THE BIDDERS

Following confirmations are to be given by the bidder by tick(v) marking in the last column		
1.	I/We hereby confirm that I/we have tick marked in all column of the Bid format submitted with the bid so as to give an indication that I/we have filled up (Quoted) these columns in the bid.	
2.	I/We hereby confirm that our unconditional validity of the bid is for 210 days from publishing of NIO.	
3.	I/We hereby confirm that our bid is firm during the entire duration of the bidding process without any qualification.	
4.	I/We hereby confirm acceptance of the agreement period with the provision for review at the periodicity mentioned in the model Naphtha supply agreement/Term sheet.	
5.	I/We hereby confirm acceptance of Scope of terms of Naphtha supply in toto, without exceptions and exclusions.	
6.	I/We hereby confirm that all handwritten matter in all the documents submitted are authenticated by me/us.	
7.	I/We hereby confirm that in all the legal documents submitted, the signatures of witnesses are taken.	
8.	I/We hereby confirm that I/we have submitted the Integrity Pact duly signed on all pages.	
9.	I/We hereby confirm that I/we have not submitted Bid security in physical but through electronic means as required in the Tender document.	

Signature of the Bidder

Note: If any box above is not tick (v) marked or falsely tick marked, the bid is likely to be rejected.

Appendix-5 of Annexure-I

PRO-FORMA CERTIFICATE ON RELATIVES OF DIRECTORS OF ONGC TO BE SUBMITTED BY THE BIDDER

CERTIFICATE

This has reference to our proposed offer/bid for purchase of Naphtha from ONGC in Rajahmundry Asset.

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.

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 2(77) of the Companies Act 2013.
2. To be provided on company's letter head.

Appendix-6 of Annexure-I

AUTHORISATION LETTER FOR ATTENDING BID OPENING

No. Date_____

To

The Asset Manager,
ONGC, Rajahmundry Asset,
Rajahmundry, Dist. –East Godavari
Andhra Pradesh (State). Pin: -533106.

Subject: **Tender No ONGC/NIO/NAPHTHA/RJY/02 due on 15.01.2025.**

Sir,

Mr _____ has been authorized to attend the opening of Technical Bid, submitted by us due on 15/01/2025 at 15:00 Hours on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to:

Mr. _____ for information and for production before GM(P)-Surface Manager, ONGC, Rajahmundry Asset at the time of opening of bids.

Appendix-7 of Annexure-I

CHECK LIST

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

Sl No	Point	Write "Yes" or "No"	Remarks if any/ Sl.No. of Encls.
1.	Whether the offer has been digitally signed by an authorized representative of the firm?		
2.	Whether all formats/appendices have been duly filled in and signed including the Bid Evaluation Matrix?		
3.	Has it been ensured that there are no over-writings in the offer? Have corrections been properly attested by the person signing the offer?		
4.	Confirm that the bidder is complying with the requirement of entire bid package and no deviations have been taken to the requirements in bidding documents.		
5.	Whether Bid Schedule- A Part-I (Technical Bid) has been filled exactly as per the format& uploaded under node of 'Technical RFx.' of the e-portal.		
6.	Whether Bid Schedule-Part –II (Price Bid) has been filled exactly as per the format& uploaded under node of 'Notes & Price Bid attachments' of the e-portal.		
7.	Confirm that period of validity of offer is minimum 210 (two hundred ten) days from the date of publishing of NIO		
8.	Have you submitted followings along with your bid?		
	a. Power of Attorney of the bid signatory		
	b. Bid Security Deposit (s) as prescribed in electronic form		
	c. Integrity Pact as per Schedule - H.		
	d. Compliance Certificate		

Appendix–8 of Annexure-I

**Undertaking regarding Naphtha price quotation
(On company letter head)**

Dated: _____

To,

The Asset Manager,
ONGC, Rajahmundry Asset,
Rajahmundry, Dist. –East Godavari
Andhra Pradesh (State). Pin: -533 106.

Sub: Undertaking regarding price quotation for Naphtha.

Dear Sirs,

We have read the terms and conditions provided in the tender document regarding offering / quoting price for Naphtha in the Schedule –B (Price Bid) and we undertake that we have not quoted the price/ Premium anywhere in the bid document except in the Bid Schedule –B (Price Bid) and uploaded the Bid Schedule –B (Price Bid) under node of 'Price Bid' of the e-portal.

It is to further undertake that in case the price bid is found uploaded in any other place except the price Bid attachment on opening of bid, our bid would be rejected. .

FAX NO:

TELEPHONE No:

Yours faithfully,

PERSONAL ATTENTION OF:

(IF REQUIRED)

(BIDDER)

Note: This form should be uploaded along with offer.

Appendix–9 of Annexure-I

**Undertaking regarding payment of revised Naphtha price
(On company letter head)**

Dated: _____

To,

The Asset Manager,
ONGC, Rajahmundry Asset,
Rajahmundry, Dist. –East Godavari
Andhra Pradesh (State). Pin: -533 106.

Sub: Undertaking regarding payment of revised price of Naphtha.

Dear Sirs,

We have read the terms and conditions provided in the tender document regarding revision in Refinery Transfer Price (RTP) of Naphtha (Non Fertilizer ex Vizag) in future from time to time and we undertake as under:

In case of revision in RTP in future to a level higher/or lower, than the RTP applicable at the time of calling bids, then such revised RTP would be applicable and the bidder shall pay revised RTP with Markup (if any) plus premium.

TELEPHONE No:

Yours faithfully,

PERSONAL ATTENTION OF:

(IF REQUIRED)

(BIDDER)

Note: This form should be uploaded along with offer.

APPENDIX-10 OF ANNEXURE-I

Undertaking regarding Fraud Prevention Policy of ONGC

(On company letter head)

Dated: _____

To,

The Asset Manager,
ONGC, Rajahmundry Asset,
Rajahmundry, Dist. –East Godavari
Andhra Pradesh (State). Pin: -533 106.

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 <https://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:

Yours faithfully,

PERSONAL ATTENTION OF:

(IF REQUIRED)

(BIDDER)

Name:

Designation:

Note: This form should be uploaded along with offer.

APPENDIX-11 OF ANNEXURE-I

Confirmation regarding invoking of Bid Security Deposit(s)-Not applicable for PSU OMCs

(On company letter head)

Dated: _____

To,

The Asset Manager,

ONGC, Rajahmundry Asset,

Rajahmundry, Dist. –East Godavari

Andhra Pradesh (State). Pin: -533106.

Dear Sirs,

We have read the terms and conditions provided in the tender document regarding submission of Bid Security Deposit (SD) at the time of bid submission.

We agree that timely commencement of the Naphtha off-take is of prime importance.

Any delay by us in offtaking of Naphtha as per the usage promised by us in the bid document beyond the time allowed in the bid, would lead to invoking of Bid Security Deposit (SD).

FAX NO:

TELEPHONE No:

PERSONAL ATTENTION OF:

(IF REQUIRED)

Yours faithfully,

(BIDDER)

Note: This form should be uploaded along with offer.

APPENDIX-12 OF ANNEXURE-I

(On non-judicial stamp paper as per stamp duty applicable)

PRO-FORMA OF ELECTRONIC BANK GUARANTEE towards Bid SECURITY DEPOSIT

Ref No.

e-Bank Guarantee No.

Dated

Name of Beneficiary: ONGC, <Details mentioned at Instruction to Bidders Annexure-I clause 6 (25) >**Name of Applicant:** <Buyer Details to be mentioned>

Dear Sir,

- Whereas Oil and Natural Gas Corporation Ltd. Incorporated under the Companies Act, 1956, having its registered office at 5th Floor, Pandit Deendayal Upadhaya Urja Bhavan, Tower-A, 5, Nelson Mandela Road, VasantKunj, New Delhi-110 070 and one of its offices at ONGC, Rajahmundry Asset, Rajahmundry, Dist.:East Godavari, Andhra Pradesh (State) Pin – 533106 (hereinafter called 'ONGC' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No _____ and Bidder having agreed to furnish as a condition precedent for participation in the said tender a Security Deposit with the said Application in the form of unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures) _____ (Indian Rupees / (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Offer (NIT) and other terms and conditions contained in the Bidding documents supplied by ONGC which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.
- We _____ (Name of the Nationalized Bank) registered under the laws of _____ having head/registered office at _____ (herein after referred to as "The Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by ONGC, the amount of Indian ₹ _____ (Indian Rupees _____ only) (in figures and in words) in aggregate at any time without any demur and recourse and without ONGC having to substantiate the demand. Any such demand made by ONGC shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.
- The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
- The Bank also agrees that this guarantee shall be irrevocable and without recourse and governed and construed in accordance with Indian laws and subject to exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.
- This guarantee shall be irrevocable and without recourse and shall remain in force up to _____, and any demand in respect thereof should reach the Bank not later than the aforesaid date.
- Notwithstanding anything contained herein above, our liability under this guarantee is limited to Indian ₹ _____ (Rupees _____ only) (in figures and in words) and our guarantee shall remain in force until _____ (indicate the date of expiry of Bank Guarantee).

7. Any claim under this Guarantee must be received by us before the expiry of this Bank guarantee. If no such claim has been received by us by the said date, all the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.
8. In witness whereof, the bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ at _____.

(Signature)

Full name, designation and

Official address (in legible letter)

With Bank stamp.

(Attorney/Authorization No. of Signing Authority)

Date _____

WITNESS NO. 1

WITNESS NO. 2

(Signature)

(Signature)

Full name and official address

Full name and official address

(In legible letters)

(In legible letters)

Note:

- (i) PDF of the e-BG to be uploaded along with the bid.

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE TOWARDS BID SECURITY DEPOSIT (SD)

1. The Bank Guarantee by Indian bidders will be given from Nationalized/Scheduled Banks only.

PRO-FORMA FOR LETTER OF CREDIT (L/C) TOWARDS BID SECURITY DEPOSIT**UNCONDITIONAL IRREVOCABLE LETTER OF CREDIT. NO.**

BENEFICIARY: OIL AND NATURAL GAS CORPORATION LTD, Rajahmundry Asset, Rajahmundry, Dist.: East Godavari, Andhra Pradesh-Pin 533106.

AMOUNT OF LETTER OF CREDIT: ₹ _____.

EXPIRY DATE. _____.

We hereby established unconditional irrevocable standby Letter of Credit no.-----Dt.-----in favour of Oil and Natural Gas Corporation Ltd., **Name of Beneficiary:** ONGCRajahmundry Asset, Rajahmundry, Dist.: East Godavari, Rajahmundry AP (State) Pin- 533106 for

Name of Applicant: <Buyer Details to be mentioned> ₹ _____ as per following details:-

1. This is an unconditional IRREVOCABLE STANDBY 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 Bid Security Deposit (SD) as a part of the bid as per provision under the tender document.
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/other relevant document in duplicate by ONGC.
6. This unconditional irrevocable standby 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 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)

FORMAT FOR UNDERTAKING TO ATTEND PRE-BID CONFERENCE**(to be submitted on Firm's/Company's Letterhead)**Ref: tender no. **ONGC/NIO/NAPHTHA/RJY/02**

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

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

Name of authorized representative to attend Pre-bid Conference:

Designation: _____

Mobile No.: _____

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

(Authorized signatory of bidder)

Seal:

Date:

Place:

Note: Above undertaking shall be submitted by the bidder along with Pre Bid queries within prescribed date, failing which the bidder shall not be allowed to attend pre-bid conference.

Certificate of Compliance

We, _____, do hereby certify that we are complying the commercial criteria stated in the tender no. **ONGC/NIO/NAPHTHA/RJY/02** and further certify that our turnover is equal to or more than the required value as applicable in the tender.

We understand that in case the information contained in the 'certificate of compliance' is found to be incorrect later on after opening of bids, our bid will be rejected.

Signature of bidder along with stamp & date

Undertaking regarding providing Bid Security Deposit by way of Bank Transfer

(On company letter head)

Ref: tender no. **ONGC/NIO/NAPHTHA/RJY/02**

Dated: _____

To, The Asset Manager,
ONGC, _____ Asset,
_____, Dist.: _____,
_____, (State) Pin: _____.

Sub: Undertaking regarding providing Security Deposit by way of Bank Transfer

Dear Sirs,

We have read the terms and conditions provided in the tender document regarding providing Bid Security Deposit by way of Bank Transfer (as an alternate option to electronic Bank Guarantee/s or Letter of Credit).

We have submitted security deposit as specified in the tender Document in the form of bank transfer to ONGC's designated bank account and the details of such bank transfer are as under:

1. NEFT/RTGS/Electronic Fund Transfer (tick mark mode of transaction)
2. UTR/Transaction no.:
3. Date & Time of Transaction:
4. Amount:
5. Payer's Account no.:
6. Payer's Account name:
7. Payer's bank name & address:
8. Payer's bank IFSC code:
9. Payer's bank SWIFT code:

We hereby undertake and agree that such deposit will not carry any interest.

FAX NO:

TELEPHONE No:

Yours faithfully,

PERSONAL ATTENTION OF:

(IF REQUIRED)

(BIDDER)

Note: Proof of payment along with this form should be uploaded along with offer.

Undertaking regarding providing Payment Security by way of Bank Transfer

(On company letter head)

Ref: tender no. **ONGC/NIO/NAPHTHA/RJY/02**

Dated: _____

To,

The Asset Manager,
ONGC, Rajahmundry Asset,
Rajahmundry, Dist. –East Godavari
Andhra Pradesh (State). Pin: -533 106.

Sub: Undertaking regarding providing Payment Security by way of Bank Transfer

Dear Sirs,

We have read the terms and conditions provided in the tender document regarding providing Payment Security by way of Bank Transfer (as an alternate option to Letter of Credit). We hereby undertake and agree that such deposit will not be considered as advance payment and will not carry any interest.

FAX NO:

TELEPHONE No:

PERSONAL ATTENTION OF:

(IF REQUIRED)

Yours faithfully,

(BIDDER)

Note: This form should be uploaded along with offer.

**Undertaking regarding adherence to Naphtha (Acquisition, Sale, Storage and Prevention of use in Automobile)
Amendment Order, 2000 subsequent amendments**

(On company letter head)

Ref: tender no. **ONGC/NIO/NAPHTHA/RJY/02**

Dated: _____

To,

The Asset Manager,
ONGC, Rajahmundry Asset,
Rajahmundry, Dist. –East Godavari
Andhra Pradesh (State). Pin: -533 106.

Sub: Undertaking regarding adherence to Naphtha (Acquisition, Sale, Storage and Prevention of use in Automobile) Amendment Order, 2000 subsequent amendments.

Dear Sirs,

I/We have read the Naphtha (Acquisition, Sale, Storage and Prevention of use in Automobile) Amendment Order, 2000 subsequent amendments published in 2006, 2009, 2010 etc, available at the MOPNG's public portal <https://www.mopng.gov.in/> and would adhere to the same and shall not indulge myself/ourselves or allow others to indulge in any activities, which does not allow the usage of Naphtha against the said orders of Govt. of India.

Further, I/We gives right to the concerned officers of ONGC to visit/inspect our facilities without any prior notice to verify the usage of Naphtha during the techno- commercial evaluation as well as during the Term of the contract/Term sheet. In case any misuse or illegitimate usage of Naphtha is being found by ONGC than the ONGC reserve the right to terminate the contract/Term sheet.

FAX NO:

TELEPHONE No:

Yours faithfully,

PERSONAL ATTENTION OF:

(IF REQUIRED)

(BIDDER)

Name:

Designation:

Note: This form should be uploaded along with offer.

Schedule –A

TENDER DOCUMENT No: ONGC/NIO/NAPHTHA/RJY/02

Date : _____

Name of Bidder:

Bidder's Reference number:

Part –I 'Techno Commercial Bid'

Sl No	Heading	Details	Please mention Status of compliance in this column. Indicate "Confirmed/Not confirmed/Not applicable"
1.	Name of the Bidder with registered address and Legal Status along with the details of registration of the Company		
2.	Name and address of authorized person for contact with details	i. Name, Designation & Address ii. Telephone iii. Mobile iv. Fax v. E mail	
3.	Category of the bidder viz PSU OMC / End User.	i. Direct Consumer _____ ii. OMC _____	
4.	Present Consumption of Naphtha	_____ MT per Month	
5.	Details of quantities of Naphtha procured and used during the last one year.		
6.	Bid quantity for Naphtha	_____ MT per Month	
7.	Agreement for not taking any deviations / exceptions from the TENDER DOCUMENT.		

8.	Proposed end use of the Naphtha, sourced through this TENDER DOCUMENT (bidder to give details)	(Fertilizer/ Power/ Any other sector where use of the Naphtha is permitted by MoPNG.)	
9.	<ul style="list-style-type: none"> a. Copies of Valid Licences / documents attached b. License under “Naphtha (Acquisition, Sale, Storage and Prevention of use in Automobile) Order 2000” or the relevant Naphtha c. License under PESO d. GST / VAT / Sales Tax, CST, Excise & Service Tax Registration certificates, PAN Number e. Pollution control clearance order f. Copy of Certificate of Incorporation/Partnership Deed g. Factory License h. Memorandum and Article of Association/ / Ownership Proof 		
10.	Details of Infrastructure for storage & handling of the Naphtha		
11.	Bidder’s undertaking for submission of Bid Security Deposit along with the Bid. (PSU OMCs are exempt).		
12.	<p>Bid validity till (Pl. mention date)</p> <p><u>Last date of validity should be a working day.</u></p>		
13.	Bidder unconditionally agree to Bid Evaluation Criteria and other conditions of BEC at Schedule C.		
14.	Bidder’s agreement to Terms and conditions of Draft contract attached as Schedule-E.		

15.	Bidder's undertaking to sign the contract within 20 days of NOA. Until the Contract Agreement is signed, the NOA shall remain binding between two parties.		
16.	Bidder's agreement to Operating Procedure attached herewith as Schedule F		
17.	Bidder's undertaking to submit the Payment Security Deposit in the form of irrevocable Letter of Credit or Bank Transfer in the event of being awarded sale of Naphtha under this TENDER DOCUMENT. Schedule G (PSU OMCs are exempt)		
18.	Submission of "Integrity Pact" (Schedule H) duly signed in all pages by the same signatory who signs the bid		
19.	Bidder's undertaking to submit the Indemnity Bond as per Proforma at Schedule I in the event of being awarded sale of Naphtha under this TENDER DOCUMENT.		
20.	Bidder's undertaking to submit the Undertaking as per Schedule J in the event of being awarded sale of Naphtha under this TENDER DOCUMENT.		
21.	Bidder's confirms to deploy road tankers from the date intimated by ONGC.		
22.	Bidder's confirms for start of Naphtha offtake within 20 days from the date of NOA	Maximum 20 days from date of NOA will be allowed	
Name and Signature of the authorized person of the bidder		Signature: Name: Designation: Name of Company: Company Seal	

SCHEDULE-B

Part II - Un-Price Bid for Naphtha ex- Rajahmundry Asset

Bid Schedule-Part –II (Price Bid) is available under node of ‘Price Bid attachments’ of the e-portal.

This is Un-priced format wherein bidders have to indicate (Quoted/Not quoted) as applicable with a tick mark.

Bidder is requested NOT to indicate any prices/figures in the Un-priced bid format.

TENDER DOCUMENT number		
Name of Bidder		
PAN and GST Registration No		
Bid Quantity in MT per month	Quoted/Not Quoted	
Premium (Non Zero, Non Negative) quoted over and above ‘Reserve Price’ (in Rs. per MT as applicable)	Premium amount in Rs. Premium (In Figures) (Quoted/Not Quoted)	Premium (In Words) (Quoted/Not Quoted)

Conditions for price quotes in the Price Format

1.(a) “Reserve Price” applicable for supplies under this TENDER DOCUMENT in case of Naphtha shall be the Applicable Industry Refinery Transfer Price (RTP) for Naphtha ex- Vizag (Non Fertilizer/Fertilizer as applicable) plus a Markup of Rs. 7605/MT. Applicable Industry RTP based on the actual end use of the Buyer i.e. Fertilizer/ Power/ Others would be used for evaluation.

1(b) Bidder has to quote in terms of premium to the ‘Reserve Price’ as mentioned above only in Rs/MT for Naphtha as applicable. Premium quoted above shall be applicable for the entire contract period under this TENDER DOCUMENT.

1. Applicable price shall be the prevailing applicable Reserve Price plus quoted premium plus applicable taxes and duties.
2. Payment shall only be made in Indian Rupees.
3. All applicable statutory taxes and duties imposed or levied by any governmental or local authorities currently or in future on the product supplied to the buyer shall be borne by the Buyer.

I do hereby agree for the above conditions and unconditional firm prices during the entire duration of this contract without any qualification.

Sign of Authorized Signatory

Name and designation with seal of company

SCHEDULE C

Bid Evaluation Criteria (BEC)

Bidders are advised not to take any exception/deviations to the terms and conditions of the TENDER DOCUMENT. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. Bids with exceptions /deviations and conditional bids are liable to be rejected at the sole discretion of ONGC.

A. Technical acceptance criteria:

1. Bidder should be either PSU Oil Marketing Company (OMC) or any other plant using the Naphtha as fuel / feedstock as applicable, at least in the last one year reckoned from the date of technical bid opening.
2. Bids with copies of valid licenses and documents as mentioned below **only** are eligible for consideration of supply:
 - a. Licenses issued by authorized Govt. official under *“Naphtha (Acquisition, Sale, Storage and Prevention of use in Automobile) Order 2000”* or any other relevant licenses for the Naphtha.
 - b. License under Petroleum and Explosive Safety Organisation (PESO) for handling and storage of Naphtha for the plant where Naphtha sourced under this TENDER DOCUMENT is proposed to be used.

PSU OMCs are exempted from the provisions of all the above sub clauses of point no 2

3. Bidders except PSU OMCs shall provide copies of following documents with the TENDER DOCUMENT
 - a. Details of quantities of Naphtha procured and used during the last one year.
 - b. Copies of acknowledged end use certificates for Naphtha sourced during last one year which was submitted to Govt. officials as per *“Naphtha (Acquisition, Sale, Storage and Prevention of use in Automobile) Order 2000”* or any other relevant certificate for the other Naphtha.
 - c. Registration certificates for GST, Sales Tax, VAT, CST, Excise & Service Tax, PAN Number etc.
 - d. Pollution control clearance order of bidder’s plant.
 - e. Factory License.

f. Memorandum of Articles / Partnership Deed / Ownership Proof.

4. Details of Infrastructure for storage & handling of Naphtha.
5. The bidder shall confirm mobilization of all personnel/equipment in order to be ready for upliftment of Naphtha within 20 days from the date of NOA.

B. Commercial acceptance criteria

1. Price quotes must only be in Price-Bid Format as annexed to the bid document by way of Positive, Non Zero premium to "Reserve Price", in the manner specified therein and duly signed by the authorized signatory.
2. The Quoted prices should be unconditional and firm for the entire duration of the contract.
3. The bid duly completed in all respect duly signed along with all enclosures should be submitted through the e-bidding portal. The bid security (security deposit in electronic form only), submitted in the form of e-BG / e-LC, Bank Transfer should be submitted on or before 1800 Hrs. IST of the 13.01.2025 specified for submission of bid through e-bidding portal:
4. Bidder to submit Bid Security Deposit (SD) along with the Technical Bid. However PSU OMCs are exempted from submission of Bid Security. The amount of the Bid Security shall be based on 7 day's Naphtha Supply and same shall be calculated based on the quoted quantity by the bidder and reserve price (i.e. applicable RTP on the date of publication of NIO plus Rs 7605/MT Mark-up).
5. Bids made without Bid Security Deposit(s) shall be rejected.
6. Turnover and Net-Worth of the bidder shall be considered for ascertaining commercial eligibility at their quoted price:
 - A. Average Turnover : 30% of annualized bid value or more.
 - B. Net-worth of Bidder : Positive (as per audited annual accounts for previous two Financial years)
7. For ascertaining parameter of Turnover of the bidder, average turnover of the bidder for the previous two financial years shall be considered. Average turnover of the bidder for the previous two financial years shall be calculated by dividing the total turnover of previous two (2) years by two (2), irrespective of the fact that quoted turnover for one particular year is for a period of less than 12 months or complete 12 months. Bidder to submit audited annual accounts of previous two financial years for ascertaining their turnover and net-worth. The date (i.e. the financial period closing date) of the immediate previous year's annual accounts should not be older than eighteen (18) months from the bid closing/Techno-Commercial (un-priced) bid opening date.
8. Bidder to submit the 'Certificate of Compliance' in the Techno-commercial (un-priced) bid to the effect that the Turnover of the bidder is equal or more than the required value (based on quoted quantity and Reserve Price under the tender plus quoted premium). In case the information contained in the 'Certificate of Compliance' is found to be incorrect later on after opening of price bids then their bids will be rejected.
9. Commercial eligibility will be initially ascertained based on Reserve Price when techno-commercial bids are opened. The eligibility would be re-ascertained based on quoted price by bidder on opening of price bid and quoted quantity.

10. In case the bidder is a newly formed company (i.e. one which has been incorporated in last 5 years from the date of Techno-commercial (un-priced) bid opening of the tender), who does not qualify financial criteria (i.e. Turnover for 30% annualized bid value) by itself and submits his bid based on the financial strength of his promoter company, then following documents need to be submitted:
 - A. Turnover of the promoter company should be '30%' of the annualized bid value or more,
 - B. Net worth of promoter should be positive.
 - C. Corporate Guarantee on the promoter company's Company letter head signed by an authorized official undertaking that they would financially support the newly formed company for executing the contract in case the same is awarded to them, and
 - D. The bidder to submit notarized copy of 'Certificate of Incorporation' issued by Registrar of Companies (in case bidder is a company), Partnership deed or document of proprietorship firm, etc. as the case may be.
11. In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet the financial criteria(i.e. Turnover for 30% annualized bid value) by itself and submits his bid based on the financial strength of his parent/ultimate parent/holding company, then following documents need to be submitted:
 - A. Turnover of the parent/ultimate parent/holding company should be 30% of the annualized bid value or more,
 - B. Net worth of the parent/ultimate parent company should be positive.
 - C. Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the contract in case gas is allocated to them.
 - D. The bidder shall submit documentary evidence that it is a 100% subsidiary of the parent/ultimate parent/holding parent company.
 - E. The bidder to submit notarized copy of 'Certificate of Incorporation' issued by Registrar of Companies (in case bidder is a company), Partnership deed or document of proprietorship firm, etc. as the case may be.

C. **Bid Evaluation:** Evaluation of the bids would be done based on the following criteria

1. First techno-Commercial bids of all the bidders would be opened and evaluated based on the technical & commercial acceptance criteria provided above.
2. The Price bids of only techno-commercially acceptable bidders shall be opened and evaluation of bids would be done as under:
 - 2.1 Price bids would be evaluated considering applicable RTP of the Naphtha as on the date of opening of Price bid (Non Fertilizer/Fertilizer as Applicable ex Vizag) plus Markup of Rs 7605/MT and quoted Premium by the Bidder/s.

Out of qualified bids received against the TENDER DOCUMENT, based on the total evaluated price (applicable Reserve Price (RTP+ Markup) + quoted Premium), the offers shall be considered as H1 Bidder, H2 Bidder and so on.
 - 2.2 The Naphtha would be first fully allocated to the H-1 bidder as specified in point no. 2.1 above.

2.3 In case there is tie on “Highest priced Bid”, bidder would be selected on the order of quantities offered to be uplifted i.e. Bidder quoting for highest quantity subject to the 30% annualized bid criteria, shall have higher priority. In case more than one bidder quote for the same premium on the RTP and same quantity is to be uplifted, then the Naphtha quantity would be allocated equally amongst the Bidders.

2.4 If more quantity is left after the allocation as provided in above para, or the Naphtha is becoming surplus on surrender by bidders including H-1 bidder, then the remaining bidders would be considered for allocation and such bidders would be asked to match H1 price for getting allocation. Only those bidders would be considered who provide unconditional confirmation on the same. Such unconditional confirmation would be asked in sealed cover within five (5) working days and these covers would be opened in sequential order based on original ranking (i.e., H-2, H-3, H-4, etc.). This process shall be repeated until all quantity is exhausted for allocation. If quantities are not exhausted in such process, H-1 bidder shall be given option to take higher quantities up to 100%. Naphtha allocation would be limited to the quantity for which the bidders qualify the commercial criteria of 30% annual turnover determined at H-1 price.

2.5 If bidder backs out if the allocated quantity is less than their quoted quantity after signing of the Contract Agreement, then in such case their Bid Security Deposit (SD) will be forfeited. In such scenario, ONGC shall re-allocate/redistribute surrendered quantity amongst other eligible allottees as stipulated in BEC.

2.6 Based on the result of the tender, ONGC will issue NOA and execute the Term Sheet with the successful Bidders.

D. General:

i. The BEC overrides all other similar clauses in the Bid Document.

ii. The bidder / consumer is prohibited to offer any service / benefit of any manner to any employee of ONGC and that the Buyer may suffer summary termination of contract / disqualification in case of violation.

iii. Bidder/Consumer should submit/upload the integrity pact (Schedule – H) duly signed.

iv. Onsite inspection of Bidder’s facility will be carried out by ONGC’s officers/ representative/ Third Parties if so desired and decided by ONGC.

v. ONGC’s Policy on Climate Change and Sustainability:

- vi. Bidders should simply confirm that they have read the ONGC's following "Policy on Climate Change & Sustainability" and they are working upon to develop their policy as well.
- vii. i. ONGC is committed to enhance contribution to sustainable development through a greater integration of economic, environmental and social dimensions.
- viii. ii. ONGC shall endeavor for GHG (Green House Gases) emission mitigation from our operations and participate in Kyoto and other protocol where India is a signatory. We shall strive to achieve quantifiable milestones in these aspects.
- ix. iii. ONGC shall partner with sustainability advocacy organizations where our strengths are complementary and also actively propagate the idea of GHG mitigation at national and international operations where we are business partner.
- x. iv. ONGC shall develop and invest in advanced low carbon technologies to meet growing demand for affordable energy products while improving security of supply and reducing environmental impacts.
- xi. v. ONGC's aim shall be to achieve competitive business advantage from GHG abatement programmes, particularly through process efficiency, besides improving environmental performance.
- xii. vi. ONGC shall endeavor to develop new business opportunities through investment in climate change.
- xiii. vii. ONGC shall try to adopt triple bottom line accounting and reporting to raise awareness of the true cost and benefits.
- xiv. viii. Above all, ONGC shall make sustainability a foundation of our business strategy.

SCHEDULE-D**INDICATIVE SPECIFICATION OF NAPHTHA**

SI No	Parameter	Unit	Test Method	Naphtha Limits
1.	Density @ 15°C	g/cm ³	(IS 1448,P:16)	0.72 - 0.75
2.	IBP	°C	IS 1448, P:18	Min. 25
3.	FBP	°C	IS 1448, P:18	<204

4.	RVP	kg / cm ²	IS 1448, P-39	<0.7
5.	Non Volatile Matter	mg / ml		< 5/ 100
6.	RCR, % by Mass		IS 1448,P-8	<0.2%

SCHEDULE - E**Model Contract between ONGC and _____ For supply of Naphtha ex- Tatipaka**

(To be signed in non-judicial stamp paper of Rs 100/-)

1.	Seller	Oil and Natural Gas Corporation Ltd, Rajahmundry Asset, ONGC, Rajahmundry, Andhra Pradesh
2.	BUYER	
3.	Products	Naphtha produced at Tatipaka Refinery, Rajahmundry Asset, Andhra Pradesh.

4.	Quantity of Allocation	As per allocation Letter No :
5.	Daily and weekly quantity Nomination	<p>i. Considering quantity allocated as above, Buyer shall convey fortnightly requirement atleast ten days before the commencement of the fortnight with tentative weekly break ups.</p> <p>ii. Based on the requirements conveyed as at point no (i) above, Seller shall convey to Buyer Weekly Nominated Quantities (WNQ) five days in advance from start of any week.</p> <p>Week shall be as per billing cycle i.e. 1st to 7th, 8th to 15th, 16th to 22nd & 23rd to the last day of the month.</p> <p>iii. Further, daily Nominated Quantities (DNQ) to be uplifted on any day shall be conveyed by Seller to Buyer three days in advance.</p>
6.	Delivery Basis	<p>i. Products shall be delivered on ex-Marketing Installation (MI) basis. The MI for this purpose shall be the plant from where dispatch is made i.e. Tatipaka Refinery of Rajahmundry Asset.</p> <p>ii. Part loading of the tanker shall not be allowed.</p>
7.	Custody Transfer Point and Title	<p>i. Downstream of ONGC's respective Weigh Bridges in Rajahmundry or Tatipaka Refinery respectively.</p> <p>ii. Risk and title of Naphtha would automatically get transferred to Buyer at the custody transfer point described above.</p>
8.	Deployment of Road Tankers	<p>iii. Buyer at its cost and risk shall provide sufficient number of road tankers for taking delivery of Daily Nominated Quantities.</p> <p>iv. Road tankers shall possess all valid statutory certifications needed for carrying the Naphtha including</p> <ol style="list-style-type: none"> Certificates by the Regional Transport Authority Certification by the weights and measures department or CPWD including the dip stick License from explosives department as applicable <p>Due authorisation slip from the Buyer to receive and carry the product etc.</p> <ol style="list-style-type: none"> Hydro-test certificate of road tankers PSV/ Breather valve valid test certificate Police verification of driver/ crew for getting CISF clearance for entry permit. Other safety requirements as per industry practices. Buyers should bring their own seal

		j. Tankers should not be more than 35 KL capacity
9.	End-use Certificate	<p>i. Buyer shall provide end use certificate monthly in companies' letter head for the product procured from ONGC.</p> <p>ii. If end use certificate is not provided, supplies shall be withheld till same is submitted.</p>
10.	Validity of contract	<p>Two years from the date of first supply with the provision for extension by one more year, subject to availability.</p> <p>Buyer can submit request for extension atleast 6 months prior to expiry of the contract period of 2 years.</p>
11.	Custody Transfer Measurement	<p>Measurement shall be on weight basis. Measurement modality shall be as under:</p> <p>i. Quantity of Naphtha shall be measured on weight basis through Seller's weigh bridge. The measurement modality shall be as per prevailing practice at Tatipaka Refinery.</p> <p>ii. Buyer may post authorized representative to witness the measurement.</p> <p>iii. In case Weigh Bridge is not operational, the quantity of the product purchased and sold shall be estimated by measurement of quantity loaded in Buyer's offered tank trucks through tanker dips and converted into weight by multiplying with density of the product loaded.</p> <p>iv. In case dip measurement as at (i) & (iii) above is not possible, then the measurement of quantity shall be carried out at any nearby third party weigh bridge which has been calibrated periodically and certified by weights & Measures Department at the cost of ONGC.</p>
12.	Pricing/Price Formula	<p>i. Price payable to ONGC by the Buyer shall be the applicable Reserve price plus premium of Rs. _____ per MT.</p> <p>ii. "Reserve Price" applicable for supplies under this contract shall be the Applicable Industry Refinery Transfer Price (RTP) for Naphtha ex- Vizag for the period in which supply has been made plus a Markup of Rs. 7605/MT.</p> <p>iii. Applicable price payable shall be on Quantity as per clause 11 (Custody Transfer Measurement) of this contract</p> <p>iv. Payment shall be made in Indian Rupees.</p> <p>v. All applicable statutory taxes and duties imposed or levied by any governmental or local authorities on the product supplied to the buyer shall be borne by the buyer.</p>
13.	Billing	i. Seller shall raise Road Tanker wise invoice in Indian Rupees for the quantities supplied. For the purpose of payment by the Buyer,

		<p>invoices for the quantities supplied during a billing period shall be considered. Billing Period is described under :</p> <ul style="list-style-type: none">•“First Billing Period” means the 1st to 7th day of the Month;•“Second Billing Period” means the 8th to 15th day of the month;•“Third Billing Period” means the 16th to 22nd day of the month;•“Fourth Billing Period” means the 23rd to last day of the month; <p>Day shall mean a period of 24 Hours commencing from 06.00 Hrs for the above purpose</p> <p>ii. Supplementary amount payable towards shortfall quantity during any month shall be invoiced along with invoice for Forth Billing period of that month and will be paid on due date for that Billing period.</p> <p>iii. The invoice or Supplementary Invoice shall be sent by facsimile or e-mail to the designated officer as set forth in the term contract.</p>										
14.	Payment Terms	<p>Buyer shall pay the amount due as reflected in the invoice for that Billing Period, by the following Due Dates:</p> <table><tr><th><u>Billing Period of Deliveries and Supplementary Invoice</u></th><th><u>Due Date</u></th></tr><tr><td>First Billing Period</td><td>14th of the Month</td></tr><tr><td>Second Billing Period</td><td>22nd of the Month</td></tr><tr><td>Third Billing Period</td><td>29th of the Month (However, in case of month of February of a Leap Year, the due date will be 1st March)</td></tr><tr><td>Fourth Billing Period</td><td>7th of the immediately Succeeding Month</td></tr></table> <p>Delay in payment will attract interest rate @ SBI Base Rate plus 6% pa compounded quarterly and computed for number of days of delay in payment.</p> <p>Mode of Payment shall be Electronic Transfer ONLY.</p>	<u>Billing Period of Deliveries and Supplementary Invoice</u>	<u>Due Date</u>	First Billing Period	14 th of the Month	Second Billing Period	22 nd of the Month	Third Billing Period	29 th of the Month (However, in case of month of February of a Leap Year, the due date will be 1 st March)	Fourth Billing Period	7 th of the immediately Succeeding Month
<u>Billing Period of Deliveries and Supplementary Invoice</u>	<u>Due Date</u>											
First Billing Period	14 th of the Month											
Second Billing Period	22 nd of the Month											
Third Billing Period	29 th of the Month (However, in case of month of February of a Leap Year, the due date will be 1 st March)											
Fourth Billing Period	7 th of the immediately Succeeding Month											
15.	Take or Pay	<p>i. Buyer shall uplift at least 80% of Monthly Nominated Quantities (MNQ). Monthly Nominated Quantity shall be the summation of WNQs during a Calendar month.</p>										

		<p>ii. In case of short fall, Buyer shall pay a minimum amount for 80% of nominated quantity calculated as under :</p> <p><u>Shortfall Quantity (SQ)</u> = (0.8 * Monthly Nominated Quantity) – Actual quantity evacuated during the month</p> <p><u>Amount payable towards shortfall quantity</u> = SQ * Applicable price as per clause 12</p> <p>Applicable taxes (GST, etc.) on amount payable towards shortfall quantity shall also be borne by the Buyer.</p>
16.	Payment Security Deposit (SD)	<p>i. Payment Security to be submitted by successful bidders in electronic form only (LC, Bank Transfer through NEFT/RTGS).</p> <p>ii. Buyer shall give a Payment security deposit in the form of standby irrevocable Letter of Credit (LC) in the format given in Annexure at least 20 (Twenty) days before the date of commencement of supplies. ONGC shall be free to exercise the option of encashing the Payment Security Deposit any time beyond the payment Due Date as per Clause 14 of this contract.</p> <p>iii. The amount of Letter of Credit (LC) shall be equal to the gross value of one month's (30 days) allocated quantity and awarded price i.e. (applicable RTP at the time of award of NOA + Markup + premium) including all taxes and duties as on date of LC. This L/C would be valid for at least one year period and will be renewed by the Buyer for next Contract Year at least 15 days prior to its expiry Naphtha will not be supplied without providing or renewal of L/C. The amount of the LC shall be communicated along with the NOA.</p> <p>iv. Validity of the Letter of Credit (LC) submitted for the last year of contract term should be at least till three month beyond the validity of the Contract.</p> <p>v. Bank Transfer: Though the preferred mode of Payment Security for ONGC is providing LC as above, as an alternate option, Buyer may choose to provide Payment Security by way of Bank Transfer (through electronic transfer to ONGC's designated Bank account of Rajahmundry Asset) of the same amount as determined at Point (i) above. However, such deposit will not be considered as advance payment and will not carry any interest.</p> <p>Payment Security shall be provided either in form of LC or Bank Transfer (through electronic transfer). However, combination of both would not be allowed. Buyer is also to provide relevant proof of transaction of such bank transfer in ONGC account.</p> <p>Other terms of the LC as provided in the Agreement will also be applicable to Payment Security provided in the form of Bank Transfer. Such Payment Security shall be released by ONGC three months after the expiry of the contract after making adjustments towards outstanding amounts, if any.</p>

		<p>vi. Subsequently, during the term of the Contract, the value of required Payment Security shall be re-assessed at the end of each calendar quarter and in case of variation beyond 10% from the existing Payment Security amount, Buyer shall revise the Letter of Credit (LC) amount / Bank Transfer Amount within first week of the succeeding quarter to cover revised monthly value of the product</p> <p>vii. PSU OMCs are exempted from submission of Payment Security Deposit.</p> <p>viii. The bank charges, commissions, etc. required to maintain the valid L/C as per above provisions shall be borne by the Buyer.</p> <p>ix. The refund of Payment Security by ONGC after end of Contract period in case of Bank Transfer will be done only against ONGC vendor code of bidder. Bidders to ensure that Payment Security amount to be transferred by same Bank Account which is associated with ONGC vendor Code. Vendor code to be created by vendors themselves in this regard for ease of getting refund.</p> <p>x. The refund of Security Deposit by ONGC in case of Bank Transfer will be done only against ONGC vendor code of bidder. Bidders to ensure that Payment Security Deposit amount to be transferred by same Bank Account which is associated with ONGC vendor Code. If any bidder does not have a vendor Code with ONGC then the same needs to be created by vendors themselves before making payment of bid security (Vendor code can be created through official e-Tender Portal of ONGC- ONGC e-procurement website https://etender.ongc.co.in – Bidder self-Registration-New Bidder) in this regard for ease of getting refund. Bidders to ensure prior to transfer of Payment Security Deposit that the Vendor code exists. No need to create fresh Vendor code if the bidder already has the same with ONGC but details of Bank should be checked.</p>
17.	Bid Security Deposit	<p>The Bid Security Deposit shall be liable to be invoked for encashment in the event of delay in offtake of Naphtha beyond the allowed time in case the delay solely attributable-on part of customer. After retaining the pro-rata amount for the actual number of days delayed from the Bid Security Deposit amount invoked for encashment, the balance amount, if any, shall be refunded to the customer on actual commencement of the Naphtha offtake and submission of the Letter of Credit (L/C) in terms of Schedule-G.</p> <p>In case of delay in commencing offtake beyond 7 days over and above the period of 20 days of NOA and if (Payment Security) is submitted and/ or Contract/Term sheet for supply of Naphtha is signed, Take or Pay provisions would apply. However, in case of delay beyond 7 days over and</p>

		above the period of 20 days of NOA and if (Payment Security) is not submitted and/ or Term sheet/PSA is not signed, the Naphtha allocation made to the bidder shall stand cancelled, and entire Bid Security will be forfeited and Naphtha would be allotted to the next bidder in the queue from the previous bid or a new bid would be undertaken if no prior valid bids are available.
18.	FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE:	<p>Time and delivery commencement period shall be the essence of the contract. If the bidder fails to off-take Naphtha within the period fixed for such Naphtha delivery in the schedule or any time repudiates the contract before the expiry of such period, ONGC may, without prejudice to any other right or remedy, available to ONGC to recover damages for breach of the contract:</p> <p>(a) Recover from the bidder as agreed liquidated damages and not by way of penalty, for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the bidder has failed to off-take Naphtha within the period agreed by the bidder for delivery in the schedule. or</p> <p>(b) Cancel the contract/allocation order after completing the procedure contemplated in the bid document.</p> <p>(c) It may further be noted that clause (a) above provides for recovery of liquidated damages on the cost of contract for delayed Naphtha off-take. Such liquidated damages for delay in Naphtha off-take shall be recovered by ONGC from the Bid Security Deposit (SD) available with ONGC in accordance with the terms of Naphtha Supply Agreement or otherwise.</p>
19.	Force Majeure	<p>In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Term Sheet, the relative obligation of the Party affected by such Force Majeure except the obligation of any Party to make payments of past dues shall, upon notification to the other Party be suspended for the period during which such cause lasts.</p> <p>The term "Force Majeure" as employed herein shall mean to acts of God or sabotage, fires, floods, tempest, cyclones, typhoons, earthquakes, wars (declared or undeclared), hostilities, invasion, blockades, riots, epidemics, quarantine restrictions, nationwide strikes, freight embargos, civil commotion or any order of Government, any court, local authority having jurisdiction or anybody or person purporting to be or to act for such authority.</p> <p>Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing within seventy-two hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.</p> <p>Time for performance of the relative obligation suspended by the Force Majeure, shall then stand extended by the period for which such cause lasts.</p>

		If performance under the contract are suspended by Force Majeure conditions lasting for more than 2 (two) consecutive months, the unaffected Party shall have the right to terminate this Term Sheet by giving 20 days' notice.
20.	Right to stoppage supplies / Termination	<p>The Seller has a right to stop supply of Naphtha or terminate the contract for either of the following reasons :</p> <ul style="list-style-type: none"> i.If buyer misuses the product sourced from ONGC for illegitimate use. ii.If there is any breach of terms of contract or delay in payment iii.Force Majeure as per clause 19. iv.Insolvency / Bankruptcy, dissolution, liquidation or winding up of buyer
21.	Safety Standards	Buyer or his representatives shall follow prevalent safety standards applicable for operating in ONGC's Plants
22.	Dispute Resolution	<p>Except as otherwise provided elsewhere in this Agreement/Term sheet, if any dispute, difference, question or disagreement arises between the Parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect and interpretation of the Agreement/Term sheet or breach thereof shall be referred to "Disputes Resolution" as provided below.</p> <p>The Parties shall use their best efforts to settle amicably all disputes or difference arising out of or in connection with any of the terms and conditions of this Agreement/Term sheet or concerning the interpretation or performance thereof.</p> <p>Before any matter is referred for arbitration such matter shall be referred by either Party to the Chairman/appointed representatives of the Chairman of the Parties for resolution. Such senior representatives shall undertake to resolve such dispute in good faith within [30] days from the date of such reference.</p> <p>Arbitration</p> <p>1. For Public Sector Undertaking:</p> <p>If disputes or differences cannot be settled amicably within 30 (thirty) days or such longer period as may be mutually agreed by the Parties from the date of receiving written notice for the said purpose, then, such dispute or difference may be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022.</p> <p>However before referring the dispute to AMRCD for its resolution, hereinabove, the parties undertake to resolve the differences amicably amongst themselves. [In this regard, ONGC has set up an Internal Fast-track Resolution Committee (IFRC), which is empowered to negotiate with the concerned CPSEs/ Govt entities for resolving the differences amicably]. If such dispute or difference cannot be resolved within two months from receipt of notice in this regard, the same shall be referred to the AMRCD. Notwithstanding the existence of any</p>

		<p>arbitration in terms thereof or otherwise, the Parties shall continue and be bound to continue and perform all its/his outstanding obligations in all respects under this Agreement/Term sheet and the Parties shall remain liable and bound in all respects under this Agreement/Term sheet.</p> <p>2. For others: As stipulated under:</p> <p>Resolution of disputes through Mediation/Conciliation by OEC (Not applicable in cases valuing less than Rs 10 lakhs):</p> <p>If any dispute, difference, question or disagreement arises between the parties hereto, under this contract which parties are unable to settle mutually, the same may first be referred to Mediation/Conciliation through Outside Expert Council ("OEC"). The claimant can submit request for mediation at 'Mediation Portal' i.e. https://oec.ongc.co.in. The detailed guidelines on the procedure of Mediation through OEC issued by Chief Legal Services vide circular No. DLH/Mediation: Manual/OEC Guidelines/2023 dated 08.12.2023 (as amended from time to time), is uploaded on the aforesaid Mediation Portal.</p>
23.	Jurisdiction	Court in Rajahmundry (Andhra Pradesh) will have Jurisdiction.
24.	Assignment	No assignment shall be done without the written consent of ONGC
25.	Confidentiality	<p>Parties undertake that they and their respective nominees / employees shall at all times protect the confidentiality of proprietary information considered confidential, classified, restricted and secret. Further, any document generated by Parties, separately or jointly in pursuance of this Term sheet or any other information provided by Parties to the other in relation hereto shall be maintained as strictly confidential by the Parties and shall not be disclosed to any Third Party except by prior consent of the non-disclosing party, for which consent shall not be withheld on unreasonable ground. Notwithstanding anything contained herein it is agreed between the parties hereto that the parties shall keep the terms of this Term sheet strictly confidential and not disclose the same to third parties unless compelled by law or the process of a Government Authority. This covenant shall survive the term of this Term Sheet.</p>
26.	Calculation of Liquidated Damages (LD)	<p>a. Bidder to off take Naphtha within 20 days from issue of NOA by ONGC. The delay of the bidder shall be reckoned from end of the 20th day from date of NOA to off-take Naphtha. If there is delay by ONGC in its readiness to commence the Naphtha supply, no L/D will be recovered from the Bid Security Deposit (as provided above) available with ONGC for the delay on the part of ONGC. L/D will be recovered from the Bid Security Deposit available with ONGC in case of such delay attributable to the Buyer. LD can be encashed on pro rata basis for delay beyond agreed offtake period and LD shall be collected for one week value of Naphtha. In case there is any difficulty in invoking the L/C towards Bid Security Deposit (SD) for encashment as envisaged above, opportunity would be given to the bidder</p>

		<p>to provide the amount of such L/D through a bank draft within 5 (five) working days, failing which the allocation will be liable to be cancelled forthwith without any further notice.</p> <p>b. Further, in case of delay in providing Payment Security Deposit (SD) as provided above, if any payment due towards bidder for delay in Naphtha off-take the same shall be recovered from the Letter of Credit (L/C) / Bid Security Deposit available with ONGC provided by the bidder towards Bid payment security as per tender document.</p> <p>c. ONGC shall not be liable to pay any bank charges, commission or interest on the amount of Security Deposit (SD).</p> <p>d. The Security Deposit (SD) shall remain at the entire disposal of ONGC as a security for the satisfactory completion of the obligations of the buyer in accordance with the conditions of the contract.</p> <p>e. If the contract has been terminated according to Section 3 of Integrity Pact, or if ONGC is entitled to terminate the contract according to Section 3 of Integrity Pact, ONGC shall be entitled to demand and recover from the bidder liquidated damages amount by forfeiting the Security Deposit (SD), as per Section -4 of Integrity Pact.</p>
27.	Change in Law	<p>It is understood by both Parties that they are entering into the Term Sheet/ Agreement in reliance on the Laws, Regulations and Orders in effect and in force on the date hereof. If at any time and from time to time during the currency of the Agreement any Laws, Regulations and Orders are changed or new Laws, Regulations and Orders have become or are due to become effective and the material effect of such changed or new Laws, Regulations and Orders; (a) is not covered by any other provisions of this Agreement, and (b) has or will have a materially adverse economic effect on either party, the affected party shall have the option to require renegotiation of the Price or other relevant terms of the Agreement. Such option may be exercised by the affected party by written notice to the other party at any time after such changed or new Laws, Regulations and Orders are promulgated, such notice to contain the terms desired by the affected party. If the Parties do not agree upon new Price or terms satisfactory to both Parties within 20 days after the date of the affected party's notice, the affected party shall have the right to terminate the Agreement immediately at the end of such 20 day. Any Naphtha delivered during such 20 day period shall be sold and purchased at the existing Price and on the terms applying under the Agreement without any adjustment in respect of the new or changed Laws, Regulations and Orders."</p>

SCHEDULE-F

OPERATING PROCEDURES

1. Buyer shall adhere to and follow “*Naphtha (Acquisition, Sale, Storage and Prevention of use in Automobile) Order 2000*” or any other Act for the relevant VAP as amended from time to time.
2. Buyer shall submit the proposed end use and utilisation of the VAP. Buyer is not permitted to resale VAP. However, buyer can sell finished products for authorised purposes.
3. Buyer shall furnish the list of probable end user industries / companies for the sale of finished products produced by processing / fractionation of the VAP.
4. Buyer shall submit copies of the end use certificates duly acknowledged by statutory authorities on quarterly basis as required under aforesaid Order. In addition, Buyer shall also submit the end use certificates on monthly basis to ONGC.
5. Buyer shall submit material balance for the VAP procured on monthly basis. Buyer shall ensure transportation and handling losses within prescribed limit through enforcing / penalty provisions to the transporter against unauthorised diversion and pilferages.
6. Buyer shall submit documents supporting its claim on reprocessing / fractionation & sale of finished products.
7. Buyer to have valid license as provided under TENDER DOCUMENT during the entire period of the Contract.
8. Buyer shall submit an undertaking and indemnity bond to indemnify ONGC against unauthorised use of the VAP and any consequential damages.
9. Buyer shall allow ONGC to visit its plant for inspection during the contract period for verification of the documents submitted.

PSU OMCs and companies exempted under “*Naphtha (Acquisition, Sale, Storage and Prevention of use in Automobile) Order 2000*” or any other act for the relevant VAP are exempted from the provisions of above clauses.

SAFE OPERATING PROCEDURE FOR VAPs LOADING

1. Authorization letter from the Buyer to Authorized person with signature authority for VAPs lifting from ONGC
2. Authorization Transporter Name & Tanker Number list letter from the buyer for lifting VAPs from ONGC
3. VAP tanker filling advised for each tanker Vendor latter pad with following details with signed by Authorized Signature
 - a. Sr.No
 - b. Vehicle No.
 - c. Destination
 - d. Transporter Name
 - e. Carrying Capacity
 - f. Driver Name
 - g. Driver License No & Valid up to
 - h. Product
 - i. Remarks Seal No Details
4. VAP tanker filling details Each Tanker following Certificate along with Original copy
 - a. RTO Fitness Certificate Valid up to (FROM 38 See rule 62 (1)
 - b. Safe working load Capacity Min & Max. (FORM XI See Article 2 of the First Schedule)
 - c. Insurance Certificate valid up to
 - d. CCE Approval Valid up to
 - e. PUC valid up to
 - f. Tanker All Compartment Calibration Certificate Valid up to
 - g. Transporter provided Driver Character Certificate with police verification
5. Transporter GSTIN Number
6. Ensure T/T has Suitable Flame Arrestor, Keep 2NOS 10 Kg DCP Extinguisher, Quick Closing Manifold Valve with Lever ready.
7. Place tanker in drive out position with spark arrester fitted on exhaust of engine. Secure the T /T against any movement, Put on the hand brakes and secure hand brake lever in "ON" Position.

8. Switch off the Engine as well as master control switch and place minimum two wooden blocks under wheel.
9. Earth both chassis and tanker position liquid hose on to T/T compartment and start the VAP pump.
10. Position operator on the upward wind direction.
11. Monitor the level in tank at Regular interval so that it does not exceed safe limit.
12. On completion of loading, isolate rigid Liquid line of Bay by closing the valves and stop VAP pumps.
13. Remove hose & Electrical earthing wires from T/T.
14. Cap the liquid Compartments of T/T.
15. Remove blocks (wooden) placed under wheels.
16. The maximum tanker capacity shall be lesser than 35 KL since the weigh bridge is only of 40 MT capacity.
17. Buyer should also ensure that their transporters bring their own seals for sealing the tankers at the time of loading.

SCHEDULE – G**“Payment Security Deposit”**

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

To,
The Asset Manager,
ONGC, Rajahmundry Asset,
Rajahmundry, Dist. – East Godavari
Andhra Pradesh (State). Pin: -533 106.

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., Rajahmundry Asset, Rajahmundry Dist.:__ East Godavari, Andhra Pradesh Pin– _533 106 for ₹. against COSA /RFP no. ONGC/NIO/NAPHTHA/RJY/02 as per following details:-

1. This is an unconditional STANDBY 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..
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)

SCHEDULE – H

PROFORMA OF INTEGRITY PACT, AS REVISED VIDE CIRCULAR NO.44/2016

(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/ Contractor”

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 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 an external independent Monitor 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

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

No employee of the Principal, personally or through relatives or any other person, will in connection with the tender, or for the execution of a 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.

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.

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

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

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

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.

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.

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.

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.

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.

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.

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

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:-

the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

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.

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

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.

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

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:

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;

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

The Bidder declares that he has not committed any transgressions in the last three (03) 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.

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

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

The Bidders(s) / Contractor(s) undertake(s) assures to procure from all their subcontractors an undertaking for adoption of this Pact. The Bidder(s)/Contractor(s) shall be 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).

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

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' along with 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.

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.

The Bidder/Contractor accepts that the IEM has the right to access, without restriction, 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 his 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.

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.

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.

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.

If the IEM has reported to the Chairperson of the Board 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.

Section 9

Pact Duration

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.

If any claim is made / lodged during 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

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.

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

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.

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 : -----

SCHEDULE –I**INDEMNITY BOND**

(To be typed on Non-Judicial Stamp Paper for a value of Rs.100 duly attested by notary Public)

Whereas on the request of M/s _____, Oil and Natural Gas Corporation Limited (ONGC) agreed to deliver the Product ex-Rajahmundry and Tatipaka Refinery and more specifically qualified in the contract) to M/s _____ in line with the provisions of the Terms Sheet dated _____. M/s. _____ shall deploy a licensed tanker at ONGC's _____ (Plant) for taking possession of the Product at the price fixed by Oil and Natural Gas Corporation Limited from time to time.

M/s _____ has represented that it meets all the requirement of "Naphtha (Acquisition, Sale, Storage and Prevention of use in Automobile) Order 2000" or any other order for the relevant VAP and amendments thereof from time to time and all other legal/ statutory requirements.

It is agreed between M/s _____ & ONGC that title in the Product shall stand transferred to M/s _____ on loading of the Product and M/s _____ shall become the exclusive owner of such the Product and shall be deemed to be in exclusive possession & control of the said Product and shall be fully liable and responsible for its usage, arrangements, appurtenance and properties.

In consideration of the above, M/s _____ undertake to fully protect, indemnify and hold ONGC, its Board Members, employees, successors and assignees harmless against, any mishandling/misuse of the Product for any purpose other than the purpose mentioned in Undertaking dated _____ (copy enclosed) and/or any direct/consequential damages caused due to change in chemical composition/concentration of the Product after delivery of the same to M/s _____ and/or all claims, demands, actions, suits, proceedings and judgments and/or any and all liabilities, costs, expenses, damages or losses arising out of or resulting from or incidental to or in connection therewith which may be made or brought against ONGC, its Board Members, employees, successors and assignees whether by M/s _____, its employees, agents or successors, assignees or by third parties on account of damages or injury to property or person or loss of life resulting from or arising out of the transportation, installation, presence, maintenance or operation of the unloading arrangements, appurtenances and properties of M/s _____ or others relating to the possession, handling or misuse of the Product supplied for any purpose other than the purpose mentioned and further defend ONGC at M/s _____'s sole expense in any litigation arising out of the Supply of the Product and/or indemnity provided herein and/or breach of the provisions of the contract/undertaking(s), involving ONGC.

Further, in case of stoppage of supplies of the Product, M/s _____ including partners / successors / assignees shall not claim or initiate any action for any remedy or consequential loss/ damages from ONGC including its employees for loss which he/they suffered due to stoppage of supplies.

I, _____ the authorized signatory is having the authority to sign this Indemnity Bond on behalf of M/s _____

Authorized Signatory

Place:

Date:

Seal of Company

WITNESSES

WITNESS 1 Date:

Name:

Seal:

Address:

WITNESS 2 _____ Date: _____

Name:

Seal:

Address:

SCHEDULE – J**UNDERTAKING**

(To be typed on Non-Judicial Stamp Paper of Rs.100/- duly attested by notary Public.)

M/s _____ do hereby undertake and assure that the VAP (Hereinafter called "Product") lifted from _____ Plant of Oil and Natural Gas Corporation Limited (ONGC) shall be transported to their premises and used there for the purpose of _____. M/s _____ further undertake that they as buyer of the Product shall be solely responsible for any consequential damage if caused to ONGC and its Board Members, employees and successor and assignees due to its mishandling / misuse for any purpose other than the purpose mentioned above or due to change in chemical composition / concentration of the product after taking delivery of the same from ONGC's _____ Plant. The buyer / purchaser shall neither use nor help in any manner the use of the Product in any automobile.

M/s _____ further undertake the responsibility of filing end use certificate with district authorities on monthly basis and submit the acknowledged copy with ONGC.

I, _____ the authorized signatory, is having the authority to sign this undertaking on behalf of M/s _____.

Authorised Signatory

Seal of Company

Name:

Place:

Date:

WITNESSES

WITNESS1

Date:

Name:

Seal:

Address:

WITNESS 2

Date:

Name:

Seal:

Address:

Schedule K**Sample calculation of Bid Security Amount**

S. no	Particulars		Amount
A	RTP of Naphtha (Non-Fertilizer) for Dec'24 as on NIO date	Rs/ MT	55330
B	Mark up	Rs/ MT	7605
C	Applicable Price (A+B)	Rs/ MT	62935
D	FOR EXAMPLE: Bid Qty (Monthly) to be filled by Bidder	MT	250
E	Bid Security Amount (C*D*7/30) for 250 MT	Rs.	3671208

Note: Bidder to calculate the actual amount based on quantity quoted by it for calculation of bid security. Premium and Tax is NOT to be included in bid security amount

Sample Calculation of Bid value under Commercial Criteria:

1. Calculation of bid Value: The bid value would be calculated based on Naphtha Quantity bid for, the applicable Taxes shall be considered in the calculations. The RBI reference rate provided would be considered for conversion. The illustrative examples for calculation of Bid Value and the Turnover requirements for various Naphtha quantities is as below:

Monthly Quantity as per Tender, MT	a	250 (for example)
Annual Bid Quantity to be lifted by the Bidder MT	b=a*12	3000 MT per year
“Reserve Price” applicable for supplies under this contract shall be the Applicable Industry (Non Fertilizer) Refinery Transfer Price (RTP) for Naphtha ex- Vizag for the period under consideration plus a Markup of Rs. 7605/MT	c= 55330+7605	Rs 62935
Quoted premium (say For example Rs 100/MT)	d= 100	Rs 100/MT
Price inclusive of premium	e=c+d=55330+7605+100	Rs 63035/MT
Value without Taxes, Rs	f=e*b=63035*3000	Rs 189105000
GST @18% for Naphtha	g=f*0.18	Rs 34038900

Annualised Bid Value, Rs	$h=f+g$	Rs 223143900
Minimum average Turnover Required (30% of Bid Value), Rs	$i=h*0.3$	Rs 66943170

Note: The above are only illustrative examples for calculation of Bid value and turnover requirement

Schedule L**Instructions for the Bidding portal****1- Requirement / Responsibility of the Bidder**

- a) Bidder should have a laptop or desktop with decent internet connection (10mbps and above).
- b) E-Portal shall be best viewed in Chrome and Microsoft Edge (latest version)
- c) 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.
- d) All bidders are requested to download and install C1 Plugin by clicking on the portal link Digital Signature/Download C1 Plugin.
- e) 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.
- f) Bidder/s may send an email to:
ONGC or 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 MONDAY TO FRIDAY (Exclusions: HOLIDAYS)		
Contact Person	Email ID	Mob. No.
1. Mr. Sandeep	ongcsupport@c1india.com	+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		

2- Registration and DSC Mapping

- 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 ONGC or 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.

3- Bidding Support:

A Bidder who requires any clarifications pertaining to the E-bidding Process in general or any technical support during bid submission may seek the required assistance at the following contact details:

Query Type	Contact Details
General clarification regarding bidding process OR for any kind of Technical Support	ongcsupport@c1india.com
Helpdesk email and numbers for e-bidding	1. Helpdesk Email support - ongcsupport@c1india.com 2. Mr. Sandeep - +91-9050287464 3. Ms. Neeti Bala Chandra - +91-7291981128 4. Mr. Chandan Kumar - +91-9015145373 5. Mr. Rohit - +91-7011637894
Helpdesk Landline Numbers	0124-4302000 Extns: 201,202,204,205 & 206