



# Integrated Materials Management Manual

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POLICY MONITORING & CONTROL (PMC) SECTION

CORPORATE MATERIALS MANAGEMENT

NEW DELHI

Updated upto 14.06.2016

# Purchase

## **Table of contents**

<b>Para number</b>	<b>Title</b>	<b>Page No.</b>
<b>1</b>	<b>Introduction</b>	<b>15</b>
<b>2</b>	<b>Forecasting</b>	<b>26</b>
2.1	Introduction.....	26
2.2	Quantity Forecast .....	26
2.3	Value Estimation.....	26
2.4	Revisions to budget .....	27
<b>3</b>	<b>Category Management</b>	<b>28</b>
<b>4</b>	<b>Cost Estimation</b>	<b>30</b>
4.1	Item-wise Estimated Cost in Indent .....	30
4.2	Cost Estimation Methods.....	30
4.3	Costing for hiring of consulting services / domain experts / TPIs and certification agencies .....	33
4.4	Costing for OEM / proprietary purchase.....	33
4.5	Costing for Civil /Electrical and other works.....	34
4.6	Costing in case of LSTK projects.....	36
4.7	Revision of Cost Estimate.....	36
<b>5</b>	<b>Scope of work (SOW) / Specifications</b>	<b>37</b>
5.1	Specifications .....	37
5.2	Goods and Services .....	39
5.3	Civil Works .....	38
5.4	LSTK .....	40
5.5	Third Party Certification /Inspection Agency .....	40
5.6	Revision in Scope of Work.....	41
<b>6</b>	<b>Indenting</b>	<b>42</b>
6.1	Procedure for Placing Indent on Materials Management .....	42
6.2	Process for Raising of PR under centralized procurement .....	42
6.3	Process for Raising for PR de-centralized procurement .....	43

6.4	OEM purchase.....	45
6.5	Appointment of Domain Experts/Consultants .....	45
6.6	Additional guidelines for preparation of PR.....	44
6.7	Technical Sanction for Civil Works.....	46
6.8	Excess over Expenditure Sanction .....	47
6.9	Capital Items Purchase .....	47
6.10	Radioactive material or items containing radioactive sources.....	45
<b>7</b>	<b>Procurement strategy</b>	<b>48</b>
7.1	Large project procurement strategy .....	48
7.2	Procurement strategy of goods/services .....	49
7.3	Provision to use Empanelment .....	50
7.4	Market Study .....	51
<b>8</b>	<b>Mode of tendering</b>	<b>50</b>
8.1	Purchase through DGS&D and NICSI rate contract.....	52
8.2	Open tenders.....	53
8.3	Electronic Reverse auction.....	54
8.4	Limited Tenders .....	56
8.5	Purchase on single tender .....	58
8.6	Hiring of services of Domain Experts/Specialists/Consultants: .....	59
8.7	Petty purchases .....	60
8.8	Purchase against Hand Quotations .....	61
8.8.2	Purchase from State Emporium / Super Bazar / Govt. Deptt / Undertakings.....	61
8.9	Purchase through board of officers.....	61
8.10	Emergency purchase .....	62
8.11	Expression of Interest (EOI).....	63
<b>9</b>	<b>System of tendering</b>	<b>67</b>
9.1	Two bid system.....	65
9.2	Single bid system .....	65
<b>10</b>	<b>Tender related officers and committees</b>	<b>68</b>
10.1	Formation of Tender Committee and its monetary limits .....	66
10.2	Convening of tender committee .....	66
10.3	Brief for and level of tender committee .....	66
10.4	Evaluation of bids by tender committee and preparation of tender committee proceedings.....	68

10.5	Acceptance of recommendations of tender committee .....	69
10.6	Executive Procurement Committee .....	69
<b>11</b>	<b>Bid package creation</b>	<b>77</b>
11.1	Finalisation of Bid Evaluation Criteria (BEC) and floating of tender .....	73
11.2	Life cycle costing.....	77
11.3	Quality and Cost based selection .....	79
<b>12</b>	<b>Bid invitation to bid receipt</b>	<b>85</b>
12.1	Invitation of tender .....	82
12.2	Enquiry register (Not applicable for e-procurement and open tender) .....	82
12.3	Tender intimation to be sent to prospective bidders .....	82
12.4	Submission of tenders for publication in press.....	82
12.5	Time to be allowed to tenderers to quote.....	82
12.6	Validity period .....	83
12.7	Invitation to Bid.....	84
12.8	Number of copies of offers to be called from bidders (Not applicable for e-procurement) .....	85
12.9	Variation in quantity after invitation of tender .....	85
12.10	Sale of bidding documents to firms with whom business has been banned / suspended.....	86
12.11	Tender fee .....	86
12.12	Purchase of bidding documents by agents in India .....	87
12.13	Refund of tender fee.....	87
12.14	Exemption from payment of tender fee .....	87
12.15	Sale of bidding document .....	88
12.16	Tender register to be maintained at receipt of bids.....	88
12.17	Pre-bid-conference (Wherever applicable).....	88
12.18	Receipt of tenders .....	91
12.19	Tender box .....	92
12.20	Nomination of tender receiving / opening officer(s).....	92
12.21	Accounting of tenders.....	92
12.22	Opening of tenders.....	93
12.23	Numbering of tenders / disclosure of prices / reading out the rates .....	94
12.24	Opening of tenders.....	95
12.25	E-mail / fax offers.....	96

12.26	Extension of tender closing / opening date.....	96
<b>13</b>	<b>Tender Evaluation</b>	<b>101</b>
13.1	Technical comments/Technical evaluation report on offers ...	97
13.2	Level for technical comments on offers .....	97
13.3	Comparative statement .....	97
13.4	Clarification from bidders after tender opening.....	99
13.5	Correspondence with bidders by indentors .....	102
13.6	Request for extension in validity of bid .....	102
<b>14</b>	<b>Rate reasonability and Negotiations</b>	<b>108</b>
14.1	Reasonability of rates .....	103
14.2	Negotiations .....	105
14.3	Cancellation / re-invitation of tenders.....	107
<b>15</b>	<b>Acceptance and Award of tender</b>	<b>114</b>
15.1	Consideration of offers .....	114
15.2	Acceptance of tender .....	108
15.3	Signing of purchase order / contract .....	109
15.4	Verification of the authenticity of the documents submitted by the bidders .....	110
15.5	Change of valuation type in PO against ICB tenders .....	110
<b>16</b>	<b>Miscellaneous</b>	<b>117</b>
16.1	Splitting of tenders / purchase orders .....	117
16.2	Purchase of Machinery and Equipment.....	111
16.3	Tender Monitoring System.....	111
16.4	Guidelines for officials with personal interest in companies/agencies participating in the tender .....	112
16.5	Earnest Money Deposit / Bid security.....	112
16.6	Security Deposit/Performance Security .....	114
16.7	Secured Advances ( For Works).....	118
16.8	Fall Clause .....	119
16.9	Posting of summary of details of supply orders/contracts on website .....	120
16.10	Reporting of nomination cases .....	121
16.11	Change in Name/Address of the firms in ICE System .....	122
16.12	Training/visits of ONGC executives against purchase of equipments/services .....	122
16.13	Customs/Excise Duty related issues .....	129

16.14	Submission of integrity pact and other documents by bidders.....	128
<b>17</b>	<b>Vendor Management</b>	<b>138</b>
17.1	Registration.....	131
17.2	New vendor development .....	131
17.3	Vendor Empanelment.....	132
17.4	Vendor Appraisal .....	134
17.5	Vendor Banning .....	139
<b>18</b>	<b>Claims and Warranties</b>	<b>151</b>
18.1	Warranty and Guarantee .....	151
18.2	Liquidated Damages / Cancellation Clause.....	151
<b>19</b>	<b>Change Orders</b>	<b>156</b>
19.1	Definition .....	156
19.2	Change order process.....	156
19.3	Variation in Quantity.....	159
19.4	Payment Schedule.....	160
<b>20</b>	<b>Purchase Order Tracking Process</b>	<b>161</b>
20.1	Purchase Order .....	161
20.2	Follow up of purchase orders.....	161
20.3	Other clauses for delivery.....	161
20.4	Shipping order placement .....	162
20.5	Air freight .....	163
<b>21</b>	<b>Inspection Process</b>	<b>166</b>
21.1	Inspection.....	166
21.2	Inspection Agency.....	166
21.3	Inspection of materials.....	167
21.4	Inspection Process .....	168
21.5	Inspection and rejection of Materials by Consignee(s).....	168
21.6	Bulk Inspection (wherever applicable) .....	169
21.7	Sampling, bonding and debonding of bulk materials (chemicals).....	161
21.8	Rejection of sample.....	162
21.9	Debonding and despatch of bulk materials (chemicals).....	162
21.10	Random Sampling .....	162

21.11	Sub-standard Delivery of Items and Services .....	170
21.12	Third party inspection for accepting bulk supplies of oil field chemicals from abroad .....	172
<b>22</b>	<b>Payment Procedure</b>	<b>173</b>
22.1	Payment Process .....	165
22.2	Milestone Payment .....	165
22.3	Price escalation and adjustment .....	175
22.4	Change in taxes and duties and other statutory changes .....	175
22.5	Time Norms for processing of invoices by various sections .....	175
22.6	Intimation to suppliers/ contractors regarding deduction of payments .....	176
<b>23</b>	<b>Contract closing</b>	<b>177</b>
23.1	Contract closing process .....	177
23.2	Termination of contract / supply order .....	177
<b>24</b>	<b>Other Issues</b>	<b>171</b>
24.1	Subletting and Assignment: .....	179
24.2	Arbitration .....	179
24.3	Post contract issues .....	179
24.4	Complaints / representations - consideration of .....	180
24.5	Delays in insurance policy .....	180
24.6	Specific issues for construction / turnkey projects .....	184
24.7	Management of Hazardous Chemicals/Materials .....	185
24.8	Dispute Resolution through Outside Expert Committee .....	185
24.9	Optimum drawl of Barytes to meet operational exigencies ...	185
24.10	Determination of CPA for extension of existing contract awarded on nomination basis .....	185
24.11	Deployment of manpower by the contractor .....	178
<b>25</b>	<b>Pre-tendering and tendering process for Proprietary articles</b>	<b>187</b>
25.1	Definition of proprietary articles .....	179
25.2	Procurement Process .....	180
25.3	Standard Terms and Conditions .....	181
25.4	Other conditions .....	181
<b>26</b>	<b>Procurement of oil field chemicals</b>	<b>191</b>



26.1	Procurement process .....	183
<b>27</b>	<b>e-procurement</b>	<b>185</b>
<b>28</b>	<b>Procurement of Premium Bits on “Consignment basis”</b>	<b>188</b>
28.1	Special conditions of procurement process .....	188
28.2	Payment Process .....	188
28.3	Other provisions .....	188
28.4	Evaluation procedure .....	189
<b>29</b>	<b>Procurement of items on High sea sales basis</b>	<b>190</b>
29.1	Introduction .....	190
29.2	Process for effecting High Sea Sales .....	190
29.3	Terms of Purchase – On High Sea Sales Basis .....	190
<b>30</b>	<b>Rate Contracts through IMPETUS</b>	<b>193</b>
30.1	Introduction .....	193
30.2	Definition .....	193
30.3	Selection of equipment .....	193
30.4	Price basis .....	194
30.5	Rate reasonability .....	194
30.6	Annual Offtake .....	194
30.7	Period of Rate Contract .....	194
30.8	Nodal agency .....	194
30.9	Clarifications .....	194
30.10	Negotiation .....	195
30.11	Post Contract Modifications .....	195
30.12	Other conditions .....	195
<b>31</b>	<b>Business Development and Joint Venture opportunities</b>	<b>196</b>
31.1	Introduction .....	196
31.2	Procedure for placing Purchase Requisition (PR) on materials management .....	196
31.3	Empanelment of consultants/advisors .....	197
31.4	Vendor Appraisal of Consultants/Advisors .....	198
31.5	Invitation of RFP/tenders for appointment of consultants .....	198
31.6	Hiring of consultants/advisors on nomination .....	200
31.7	Cancellation/re-invitation of tenders .....	200

31.8	Extension of tender closing / opening date.....	200
31.9	Clauses in tenders (RFP) / engagement agreement .....	200
31.10	Earnest money (bid security) and security deposit (performance security).....	200
31.11	Clarification from bidders after tender opening.....	201
31.12	Correspondence with bidders by indentors.....	201
31.13	Technical comments on offers .....	201
31.14	Formation of tender committee and its monetary limits .....	201
31.15	Evaluation of bids by tender committee, preparation of tender committee proceedings & shortlisting of bidders .....	202
31.16	Acceptance of recommendations of tender committee .....	203
31.17	Proposals to Executive Committee (EC) .....	203
31.18	Consideration of offers & shortlisting of bidders .....	203
31.19	Reasonability of rates .....	203
31.20	Negotiations .....	203
31.21	Powers for various activities .....	203
31.22	Alterations in conditions of tenders (before issuance of tender) .....	204
31.23	Post contract issues.....	204
31.24	Extension of completion date.....	205
31.25	Termination of contract.....	205
31.26	Complaints / representations - consideration of .....	205
<b>32</b>	<b><u>Procedure for charter hiring of Aircrafts/Helicopters for movement of VVIPs or to meet contingency/emergency</u></b>	<b>214</b>
<b>33</b>	<b><u>EPCG Cell</u></b>	<b>216</b>
33.1	Roles and Responsibilities .....	208
<b>34</b>	<b><u>Powers for various activities</u></b>	<b>218</b>
34.1	Competent Authority for approving various activities .....	218
34.2	Purchase Powers.....	211
34.3	Placement of development order on a domestic bidder .....	211
34.4	Miscellaneous powers of officers of materials management	211
34.5	Powers for purchase by negotiations .....	212
34.6	Signing of POs / contracts .....	213
34.7	Exercising of powers of materials management discipline by officers designated in the discipline of mechanical / electrical / civil etc .....	213

34.8	Observance of laid down procedure .....	213
34.9	Relaxation in conditions of tenders .....	213
	Annexure-A.....	215
	Annexure-B .....	217
	<b><u>Appendix 1 High Sea Sales Agreement</u></b>	<b>229</b>
	<b><u>Appendix 2 Proforma of Undertaking</u></b>	<b>232</b>
	<b><u>Appendix 3 Contract under Single Bid system</u></b>	<b>233</b>
	<b><u>Appendix 4 Form for extension of completion date, required due to entire delay being solely on account of contractor/supplier</u></b>	<b>230</b>
	<b><u>Appendix 5 Form for extension of completion date, where delay, in part or full, is on account of ONGC</u></b>	<b>240</b>
	<b><u>Appendix 6 Details of contracts/purchase orders</u></b>	<b>241</b>
	<b><u>Appendix 7 Details of contracts executed/completed</u></b>	<b>242</b>
	<b><u>Appendix 8 Details of nomination cases</u></b>	<b>243</b>
	<b><u>Appendix 9 Criteria for Ranking of Bidders for Procurement of Premium Bits on Consignment basis</u></b>	<b>245</b>
	<b><u>Appendix 10 Details and Documents to be submitted for evaluation of Bits under Procurement on Consignment basis</u></b>	<b>253</b>
	<b><u>Appendix 11 Proforma of Undertaking</u></b>	<b>255</b>
	<b><u>Appendix 12 Certificate by the Tender Committee Members</u></b>	<b>256</b>
	<b><u>Appendix 13 Proforma For Invocation Of Bank Guarantee</u></b>	<b>256</b>
	<b><u>Appendix 14 Stock Holding Norms</u></b>	<b>249</b>
	<b><u>Appendix 15 Format for preparation of CS</u></b>	
	<b><u>Appendix 16 Definition of works</u></b>	

# **Warehouse Management**

<b>35</b>	<b>Introduction</b>	<b>263</b>
35.1	Introduction.....	251
35.2	Inventory Management Team Responsibilities.....	251
35.3	Codification.....	251
35.4	Insurance Items.....	252
<b>36</b>	<b>Clearing and Forwarding</b>	<b>253</b>
36.1	C&F section responsibility .....	253
36.2	Receipt of transit documents and creation of inward entry .....	253
36.3	Arrival of materials and creation of RCN.....	254
36.4	Damages/discrepancy in receipt of materials .....	255
36.5	Raising of discrepancy report .....	255
36.6	Despatch of material to outstation .....	256
36.7	Preparation of despatch convoy note .....	257
36.8	Escorting of materials .....	257
<b>37</b>	<b>Transport and Shipping</b>	
37.1	T&S section responsibility.....	258
37.2	Preparation for receipt of material.....	258
37.3	Arrival of material.....	259
37.4	Transportation and unloading of material (General).....	261
<b>38</b>	<b>Receipt &amp; storage of Material</b>	
38.1	Introduction .....	262
38.2	Receipt of material.....	262
38.3	Storage into main warehouse .....	264
38.4	Issue of material .....	265
38.5	Receipt of material at site and booking of consumption.....	268
38.6	Return and condemnation .....	269
38.7	Implementation of Radio Frequency Identification device(RFID) ..	270
<b>39</b>	<b>Stock Verification</b>	
39.1	Introduction .....	272
39.2	Verification of stores, spares and capital items on stock .....	272
39.3	Verification of assets.....	273
39.4	Procedure for write off .....	274
<b>40</b>	<b>Disposal Management</b>	
40.1	Introduction .....	276
40.2	Initiation of disposal ,condemnation and transfer to salvage yard	277

40.3	Setting of reserve price and preferred methods of disposal.....	286
40.4	Methods of disposal.....	289
<b>41</b>	<b>Inventory Management</b>	
41.1	Liquidation of Non Moving inventory.....	301
41.2	Setting of Inventory levels.....	302
41.3	Quarterly review: Tracking and monitoring of inventory.....	304
41.4	Vendor Managed Inventory .....	304
	<b>Care &amp; Preservation of Stores</b>	
	<b><u>42 to 45 PRESERVATION OF TUBULARS</u></b>	<b>319</b>
	<b><u>46 to 50 STORAGE AND PRESERVATION OF INDIGENOUS CEMENT</u></b>	<b>323</b>
	<b><u>51 PRESERVATION OF CHEMICALS</u></b>	<b>325</b>
	<b><u>52 to 59 PRESERVATION OF RUBBERISED MATERIALS</u></b>	<b>327</b>
	<b><u>60 to 65 PRESERVATION OF METALS</u></b>	<b>331</b>
	<b><u>66 to 69 PRESERATION OF TEXTILES AND CORDAGE STORAGE</u></b>	<b>334</b>
	<b><u>70 PRESERVATION OF AIR TUBE CLUTCHES</u></b>	<b>336</b>
	<b><u>71 PRESERVATION OF COMPRESSED GAS CYLINDERS</u></b>	<b>337</b>
	<b><u>72 to 74 EXPLOSIVE-STORAGE AND USE</u></b>	<b>344</b>
	<b><u>75 &amp; 76 STORAGE AND PRESERVATION OF ELECTRONIC EQUIPMENT AND COMPONENTS</u></b>	<b>346</b>
	<b><u>77 &amp; 78 STORAGE AND PRESERVATION OF MEDICINES</u></b>	<b>347</b>
	<b><u>79 to 81 PRESERVATION OF TIMBER</u></b>	<b>348</b>
	<b><u>82 to 88 PRESERVATION OF LEATHER MATERIALS</u></b>	<b>350</b>
	<b><u>89 Public Procurement Policy for MSEs</u></b>	<b>341</b>

## Introduction

**1.1** Oil and Natural Gas Corporation Limited (ONGC) is an E&P company and the operations in ONGC have been organised on the basis of CRC based structure with working relations among Assets/Basins /Services, Institutes, Plants etc.

### **1.2 Purpose of the Manual**

1.2.1 This manual is intended to act as a set of guidelines and reference book to be followed in the performance of the materials procurement/ hiring of Services/LSTK/ Warehouse management/ Inventory management/ Stock verification/ disposal/ preservation of stores etc.

1.2.2 Provide the personnel involved in procurement with an understanding of their responsibilities, objectives and duties within the framework of Company's overall policy

(MM/05/2015 dated 01.06.2015)

**1.3** For streamlining of procurements, Corporate MM shall handle procurement of items mentioned in para 1.3.1 and 1.3.2 of the MM Manual on centralized basis

For procurement of all other items, services & works respective Assets/Basins/Institutes/ Plants etc. shall be responsible. Warehousing and Inventory management functions have been decentralised to respective work centers.

In case of urgency for procurement of items/services listed under para 1.3.1 and 1.3.2 by the concerned work centers, prior approval of concerned Director and Director I/c MM shall be obtained.

1.3.1 The list of items for all centralized procurement by Corporate MM is as follows:

Sl. No.	Item Description
1.	Drill pipes of all sizes & grades
2.	Heavy weight drill pipes of all sizes & grades
3.	Casing pipes of all grades & sizes
4.	Drill collars of all sizes
5.	Production tubings of all sizes
6.	Well head of all pressure rating & sizes (including H2S)
7.	X-Mas tree of all pressure rating & sizes (including H2S)
8.	Line pipes of all sizes
9.	Chrome Free Deffloculent
10.	KCL
11.	CMC
12.	Oil Well cement
13.	Bentonite

14.	Barytes
15.	Lubricants and Greases
16.	XC Polymers
17.	PAC(LV&RG)
18.	PHPA
19.	NIF
20.	Gas Lift Valves & Mandrels
21.	Kits and Liveries
22.	Fire related items
23.	Items related to Reservoir Field Services
24.	All India material transportation contract
25.	EPCG consultancy contract
26.	Air Consolidation Services
27.	Premium Bits on consignment Basis
(MM/14/2016 dated 14.06.2016)	
28	Liner Hanger
29	Conventional drill bits
30	Drilling hoses of all rating and sizes
31	Floating equipments
32	Kelly all types
33	Resinated lignite
34	CLS
35	Chrome Lignite
36	Spotting fluid
37	EP Lube
38	Sulphonated asphalt
39	Drilling detergent
40	Pre Gelatinised Starch (PGS)
41	Micronised Calcium Carbonate (MCC)
42	Limestone powder

1.3.2 Other items to be centrally procured by Corporate MM for Onshore only are as follows:

SI.No	Name of equipment
1	Hiring of Drilling Rigs;
2	Hiring of Work Over Rigs;
3	Hiring of Directional Drilling Tools and Services;
4	Hiring of Services for O&M Contracts for Work Over Rigs;
5	Hiring of Special technology Services;
6	Purchase of Onland Drilling & Workover Rigs;
7	Upgradation and Refurbishment of Drilling & Workover Rigs;
8	Packers;
9	Wireline Winches;
10	Fishing Tools;
11	Mud Pumps;
12	BOPs;



13	Liquid Nitrogen/Acid/Frac Pumper;
14	CTU:
15	Hot Oiler units
16	Cementing Units and Batch Mixers *(MM/08/2015 dated 26.08.2015)

1.3.3 Following items/ services will be procured/ hired centrally for onshore/offshore by In-charge MM, Office of Chief Logging Services, Corporate Logging Services, ONGC, Mumbai:

- i) Hiring of Wire Line Logging, Logging while Drilling, Well Shuttle, Perforation, Mud Logging and TCP-DST Services along with Equipment.
- ii) Procurement & AMC of Logging Units/tools/Logging Mast along with Equipment etc.
- iii) Procurement & AMC of data processing Workstations/ Software.
- iv) Upgradation of Units & Equipment.
- v) Procurement of Perforation Material & Logging Cables.
- vi) All procurement related to Logging Services, Mumbai
- vii) Any other item/service to be included / excluded by approval of Chief Logging Services from time to time.

All remaining items related to Logging Services shall continue to be procured by individual work centres.

1.3.4 Geophone strings of all types shall be procured by I/c MM, MAP, Corporate Geophysical Services.

(MM/05/2015 dated 01.06.2015)

1.3.5 In case, if it is felt by Corporate-MM/Work Center/Director that if procurement of any item/service needs to be centralized at Corporate-MM, same can be done after obtaining approval of EPC but detailed reasons/justification would have to be given as to why procurement of that item/service is required to be centralized.

1.3.6 For meeting their requirement of Diesel and Petrol, the work centers shall source these products from ONGC's Plants/refineries or ONGC Group Company refinery, if these are situated in the vicinity of the consumption center. However, if it is practically not viable to source Diesel and Petrol from ONGC's Plant/refinery or ONGC Group Company refinery, then the work centers can procure these products through the normal procurement procedure.

**1.4** The Corporate Materials Management set up with Director – I/c MM is responsible for the following:-

(MM/05/2015 dated 01.06.2015)

- 1.4.1 All centralized Procurement cases for items indicated under para 1.3.1 and 1.3.2 and policy matters including liaison with the Govt.
- 1.4.2 All items indicated under para 1.3.1 and 1.3.2 are procured centrally by Corporate MM, Delhi. Requirement is to be raised by respective Asset/Basin/Services which will be consolidated at Corporate MM for tendering purposes.
- 1.4.3 Providing superintendence to the Materials setup at various work centers with regard to different functions of Materials Management for example Inventory Control, Disposal, Codification, Standardisation of specifications, and Stock Verification etc.
- 1.5 The above functions are to be discharged by personnel of Materials Management discipline who will be so allocated to each work centre and Corporate MM, Delhi.
- 1.6 Various powers indicated in this manual shall stand updated in accordance with the revisions / amendments carried out to the respective provisions of BDP (from time to time). In case of any conflict between the provisions of this Manual and the provisions of BDP, provisions contained under BDP shall prevail, unless specifically clarified by Chief MM Services. Further, in order to adhere to the provisions of BDP, while processing the cases to meet various type of requirements at Work Centers, It should be ensured that the case is processed by concerned department as per the provisions of BDP.

(MM/10/2016 dated 23.03.2016)

**1.7** Provisions of Materials Management Manual are approved by the Executive Committee (EC) / Executive Procurement Committee (EPC) and appraised to ONGC Board. Therefore, any deviation from the prescribed policy guidelines or norms on Materials Management will require approval from EC / EPC through Director In-Charge MM. Such approvals shall be put up to ONGC board for its appraisal on half yearly basis by PMC. To enable PMC to compile the deviation from the prescribed policy guidelines or norms on Integrated MM Manual approved by EC/EPC cell, concerned work centres shall immediately convey the approval obtained by them from EC/EPC cell for taking deviation from the prescribed policy guidelines or norms on Integrated MM Manual.

## **1.8 Modifications in the Manual**

- 1.8.1 For any modifications sought in the manual, a request should be sent to the PMC through concerned key executive citing the changes sought, reason/justification for the changes and any accompanying documents to substantiate the suggestion. The responsibility for taking prudent decisions against individual cases lie with the CPA(based on TC recommendations wherever applicable). Therefore, advice on case to case basis need not be sought from Chief-MM/PMC and decisions should be taken within the prevalent policy guidelines/procedures and in accordance with the provisions of the tender conditions. However, in case any existing procedures/guidelines require modifications, same can be referred to Chief-MM/PMC along with specific recommendations of the Work Centre but such requests should not contain any deadline for conveying the advice/issuance of modifications.
- 1.8.2 A Multi-Disciplinary Team, if required, with representatives from PMC, MM, F&A, concerned user departments and legal shall evaluate the requirement and recommend changes to manual to be sent to EC/EPC for approval. The representatives should be minimum E-6 level. However, Chief MM shall be empowered to nominate any member even below E-6 level to be a part of the multi-disciplinary team.
- 1.8.3 In addition to requests from work centers, EPC may suo moto feel the need of policy modification from time to time and may take such decision. Such decision from EPC will be communicated to PMC, for amendment into the manual.
- 1.8.4 Any modification in MM manual/tender document shall be uploaded on the MM website.
- 1.8.5 Any urgent changes required in the manual on account of regulatory changes etc shall be immediately incorporated in the manual and published on the MM website by PMC, with prior approval of Director I/c MM, Director (Finance).

- 1.8.6 Policy changes will be communicated as amendment in the MM manual. Separate office orders/circulars shall only be released to mention any guidelines/observations which are not policy changes and thus don't require MM manual/tender document modification. The signed copies of these office orders (in PDF format) shall be invariably notified to all concerned through MM website.
- 1.8.7 A holistic review of the entire manual shall take place every 5 years.
- 1.8.8 All concerned must follow/comply with all policy decisions issued by PMC up to one day prior to bid closing date. Further, if required, bid closing date can be extended suitably.

## **1.9 Classification of Material**

- 1.9.1 The purchase can be made with advantage on the results of classification of material and stock levels. It is, therefore essential that either of these points is given treatment before passing on to the purchase procedure
- 1.9.2 For procurement/accounting, the materials may be classified into following categories:-

Stores: It is a material, which is consumed during the process or has life less than one year or part of an item/ capital asset or chemicals or commodity or any unprocessed or partially processed good.

Spares: Spare is a component forming part of equipment and does not function on its own unless it is fitted to the specific equipment it is meant for.

Capital Items: All items costing Rs.25, 000/- or more and with a life of more than one year are categorised as "Capital Items". Items costing less than Rs.25,000/- which have a life of more than one year and can be regarded as complete units in themselves (e.g. small compressors, pumps, electrical motors, welding sets, electrical testing instruments etc.) are also to be categorised as "Capital Items".

### **1.9.3 Proprietary Materials and Non-Proprietary Materials**

For procurement the materials may be classified into following categories:

#### **a. Proprietary Materials**

An item is "Proprietary", if that item is made or marketed by a person or persons having the exclusive right to manufacturer, and to sell it.

Hence, the equipment(capital)/ spares/ stores/ softwares/ services/ patented drugs whose make and model are only from a named manufacturer and no other make and model is acceptable as substitute for technical reasons, then they are Proprietary Materials.

#### **b. Non-Proprietary Materials**

Non-Proprietary materials are those which are manufactured by many firms.

#### 1.9.4 Insurance Spares

1.9.4.1 Under the broad categorization of "Spares", certain items will be identified as "Insurance spares". Insurance spares are spares with expected life of the components almost equal to the life of the equipment. Normally there will be no consumption of this item throughout the life of the equipment except when there is an unforeseen event. The quantity shall be restricted to minimum quantity that may be required during operations.

1.9.4.1.1 Insurance spares, against each equipment, will be identified by the user department and Chief - Technical services will approve the list of such insurance spares.

1.9.4.1.2 At the time of procurement of spares, the system will indicate in the PR that the spare has been identified as an insurance spare

#### 1.9.5 Role and responsibilities of MRP controller

1.9.5.1 MRP (Material Requirement Planning) Controller is the planner for Material Procurement and Controller of Inventory. This dual role is assigned to one person to facilitate inventory control by proper planning at the time of procurement. Typically this role is to be performed by executives looking after Material Planning and procurement.

1.9.5.2 The MRP Controller prior to release of indent shall perform the following checks:

1. View Inventory position of the material for which PR is created, in his own work center and across all work centers in ONGC. In case the material is available in his own CRC entities (i.e. Assets, Basins, Plants & Institutes etc.) and is usable then the quantity to be purchased to be reduced. In case the material is not usable, but reflected in the inventory, immediate steps to be taken by user department to remove the material from inventory by writing off and move to disposal location. If the material is available at other CRC entities, then a judicious decision is to be taken whether material should be purchased afresh or it can be made available from other locations of ONGC.

The stocks and all open purchase orders for the material can be seen for stock overview in ICE system.

2. While approving the indents, he shall see the activity plans for the material in the concerned work center and shall convince himself that the materials will be consumed by the indenters in a reasonable period of time and the purchase will not result in build-up of inventory. He can also take a decision to approve the indents based on the past consumption data in the system.

Past consumption data of the material can be viewed in the PR print layout.

3. MRP controller has to ensure that all the requirements of the work centre are consolidated so that purchasing process time is reduced and all quantity discounts are available

4. If the alternate material exists for the materials which are being purchased, then he shall check such materials also, keeping all the above points in mind.

5. For procurement of spares against IMPETUS rate contracts MRP controller shall exercise due diligence and opt for staggered delivery wherever possible to prevent built up of inventory.

## **1.10 Standard Tender Documents**

1.10.1 Standard tender documents for the following categories have been created which should be used for procurement along with this manual:

1.10.1.1 Procurement of Spares to be used for OEM/OES Spares and OEM/OES Services procurement where ONGC has no option but to procure the Spare/Service from one specific OEM/OES.

1.10.1.2 Procurement of Goods (National Competitive Bidding) and Procurement of Goods (International Competitive Bidding) to be used for Goods procurement under Indigenous and ICB tenders.

1.10.1.3 Hiring of Vessels, Charter Hire of Rigs, Hiring of Services (Facility Management), Hiring of Services (Consultancy) to be used for respective types of procurement.

1.10.1.4 Tender Document for Civil to be used for Civil/Electrical and other related works

1.10.1.5 Tender document for LSTK to be used for LSTK projects

1.10.1.6 Hiring of Services tender document to be used for hiring of oil field services & other services.

## **1.11 Abbreviations**

The following abbreviations have been used in the manual:

1.11.1      AWB – Air Way Bill

- 1.11.2 BDP – Book of Delegated powers
- 1.11.3 BEC – Bid evaluation criterion
- 1.11.4 BQ – Budgetary quote
- 1.11.5 C&F – Clearing & Forwarding  
CFR – Cost & Freight
- 1.11.6 CMD – Chairman cum Managing Director
- 1.11.7 CA – Competent Authority
- 1.11.8 CI – Cost Index
- 1.11.9 CIDC – Construction Industry Development Council
- 1.11.10 CIF – Cost, Insurance and freight
- 1.11.11 CPA – Competent purchase authority
- 1.11.12 CPI – Consumer price index
- 1.11.13 CPWD – Central Public works department
- 1.11.14 DFR – Draft feasibility report
- 1.11.15 DGFT – Directorate general of foreign trade
- 1.11.16 DGS&D – Directorate general of Supplies and Disposal
- 1.11.17 EMD – Earnest money deposit
- 1.11.18 EPC – Executive Procurement Committee
- 1.11.19 EPCG – Export promotion Capital goods
- 1.11.20 EPCM – Engineering, procurement and construction  
Management
- 1.11.21 EPF – Employee provident fund
- 1.11.22 EQR – Essential Qualification Requirement
- 1.11.23 ESI – Employees State insurance
- 1.11.24 F&A – Finance and Accounts
- 1.11.25 FAO – Finance & Accounts Officer
- 1.11.26 FEED – Front end engineering design
- 1.11.27 FOB – Free on board
- 1.11.28 FR – Feasibility Report
- 1.11.29 FX – Foreign exchange
- 1.11.30 GCC – General conditions of contract
- 1.11.31 HSE – Health, Safety and Environment
- 1.11.32 ICB – International Competitive bidding
- 1.11.33 IEOT – Institute of engineering and ocean technology

- 1.11.34 IPO – Indian postal order
- 1.11.35 ITB – Instruction to bidders
- 1.11.36 LD – Liquidated damages
- 1.11.37 LIB – Limited international bidding
- 1.11.38 LOA – Letter of award
- 1.11.39 LPR – Last Purchase rate
- 1.11.40 MDT – Multi disciplinary team
- 1.11.41 MM – Materials Management
- 1.11.42 MOPNG – Ministry of Petroleum and Natural Gas
- 1.11.43 MRP – Material requirement Planning
- 1.11.44 MSME – Micro, small and medium enterprise
- 1.11.45 NOA – Notification of award
- 1.11.46 OEM – Original equipment manufacturer
- 1.11.47 OES – Original Equipment supplier
- 1.11.48 PAC – proprietary article certificate
- 1.11.49 PAR – Plinth area rate
- 1.11.50 PS/PBG – Performance Security/ Performance Bank Guarantee
- 1.11.51 PEL/ML – Petroleum exploration licence/mining licence
- 1.11.52 PLEM – Pipeline end manifold
- 1.11.53 PMC – Policy Monitoring and Control
- 1.11.54 PO – Purchase order
- 1.11.55 PQC – Pre qualification criterion
- 1.11.56 PR – Purchase Requisition
- 1.11.57 PWB – Parcel Way Bills
- 1.11.58 QAD – Quality Assurance Department
- 1.11.59 QCBS – Quality and Cost based selection
- 1.11.60 RBI – Reserve Bank of India
- 1.11.61 RFP – Request for proposal
- 1.11.62 RR – Railway Receipts
- 1.11.63 SCC – Special conditions of contract
- 1.11.64 SD – Security deposit
- 1.11.65 SOR – Schedule of rates
- 1.11.66 SOW – Scope of Work



- 1.11.67 T&S – Transport and Shipping
- 1.11.68 TC – Tender committee
- 1.11.69 TPI – Third party agency
- 1.11.70 TS – Technical sanction
- 1.11.71 WPI – Wholesale price index
- 1.11.72 TMS – Tender Monitoring System

## **2 Forecasting**

### **2.1 Introduction**

- 2.1.1 Material forecasting is an essential discipline in procurement as it sets the base for planning and executing the goods and services requirements for the organisation.
- 2.1.2 Even though the business environment is uncertain, preparing accurate forecasts gives ONGC an insight into the future to take the right actions and decisions.
- 2.1.3 Since material forecasts are an input into the company's budget, the forecasting process and budgeting process need to be in synchronization.
- 2.1.4 The material forecasts should be prepared well in time for each fund centre so that it can be incorporated into the budget for approval.

(MM/04/2015 dated 28.04.2015)

- 2.1.5 Forecasts should be linked with the budget cycle and prepared as defined in the budget manual to leverage economies of scale.

### **2.2 Quantity Forecast**

- 2.2.1 Forecasting the quantity requirement for goods and services is the responsibility of the indenting / user group.
- 2.2.2 Quantity requirements should be linked to the physical plan and targets created for the company and agreed with the MOPNG.
- 2.2.3 Based on the physical plan and Feasibility Report (FR), at the start of each financial year, a 3 year rolling forecast should be prepared broken down into quarterly basis.
- 2.2.4 Inventory on hand, in order and planned consumption before the planning period should be considered while forecasting the requirement of goods.
- 2.2.5 The forecast should be prepared at each item level.
- 2.2.6 The forecast will be approved by the MRP controller and the L-I officer.
- 2.2.7 Approved forecast will be provided to the MM team for value estimation (except in case of Civil/Electrical/Instrumentation/Dry Docking/Rigs and Equipment Repairs/O&M works/LSTK for Onshore and Offshore works, C&M works etc).

### **2.3 Value Estimation**

- 2.3.1 Refer to the section on cost estimation on methods of value estimation for the forecasted quantity.

## **2.4 Revisions to budget**

2.4.1 If the ONGC board decides to scale up / down the budget, the L-I officer will decide how to accommodate the requirements in the given budget.

(MM/04/2015 dated 28.04.2015)

2.4.2 The final rolling budget prepared in line with the budgeting cycle will be shared with user department for further action and execution of procurement.

### **3 Category Management**

- 3.1** Category Management is required to achieve a strategic approach to procurement.

The first step of category management is grouping together goods and services that are procured from similar supply markets and have similar technical characteristics into a separate group or category.

This logical grouping of goods and services make their procurement more manageable by providing the organization a cross functional view.

The primary objective of category manager/ category management team headed by MM is to develop sourcing strategy and to have an in-depth market understanding.

- 3.2** Domain expertise (knowledge of specifications, supply markets, cost drivers, regulatory environment etc.), relationship management (influencing, communications, credibility with stakeholders and suppliers etc.), commercial and procurement acumen are key skills required for category management

- 3.3** The key responsibilities of a category management team, consisting of user department, MM and finance at minimum level of E5/E6 are:

**3.3.1** Develop procurement strategy for the category

- a. Define overall contracting strategy for the category based on consolidated business demand (make vs. buy, rate contracts, tenure for hire of services, type of tender etc.)
- b. Understand and adopt international best practices of managing the category
- c. Building detailed category risk assessment and mitigation strategy
- d. Execute and communicate category strategy to key internal stakeholders
- e. Derive value through identification, development and implementation of value improvement opportunities

**3.3.2** Cost Assessment

- a. Understand the end to end supply chain of the defined good or service
- b. Prepare and maintain bottom up cost models to understand cost drivers of the particular category (raw material inputs, labour cost, maintenance cost, transport cost, margins etc.)

- c. Analyse life cycle costing of items procured within a particular category
- d. Track market prices through global research and data bases, industry trends, communication with vendors, industry groups etc.
- e. Provide cost estimate (during budgeting and PR) of the procurement. Maintain detailed justification and back up on cost estimation.

(MM/10/2016 dated 23.03.2016)

- f. Provide assistance for rate reasonability.

### 3.3.3 Vendor Management

- a. Study the local / regional and global supplier market of the category, maintain database of all known sources of supply; review and update the database on an annual basis
- b. Maintain relationship with vendors through vendor meets / surveys / industry body meets and other channels
- c. Provide inputs on BEC / PQC for vendor empanelment
- d. Guide vendor performance appraisal along with the user based on the defined guidelines for performance appraisal
- e. Provide regular feedback to the vendors executing contracts for ONGC
- f. Identify and implement value engineering initiatives with the vendor
- g. Identify potential for new vendor development
- h. Provide input to user group on latest technological evolutions in the category, opportunities for standardization, etc.

## **4 Cost Estimation**

### **4.1 Item-wise Estimated Cost in Indent**

- 4.1.1 Cost estimation will be done after receipt of final forecast from the user department by (depending on applicability)
- a. Category manager/ category management team, if available.(minimum E5 level)
  - b. Multi Disciplinary team headed by MM and including indentors / user group and finance
  - c. Internal cost estimation team (example: offshore engineering cost estimation team)
  - d. External Consultants
- 4.1.2 For highly complex procurement and limited internal capability, external consultants may be used for cost estimation. The costing MDT / internal cost estimation team may apply their due diligence on the report submitted by the consultants to arrive at the final cost estimate.
- 4.1.3 Cost estimates shall be valid for one year.

### **4.2 Cost Estimation Methods**

The following basis of cost estimation should be used as applicable /suitable to the type of procurement. The estimated cost should be realistic, logical and scientific and should reflect the true picture of the market as far as possible.

#### **4.2.1 Should Costing (XX)**

- a. Should costing is a process, whereby one can determine the cost of the part or product or service or a combination of both, based on the raw materials used, manufacturing costs, labour costs and overhead production costs. This can be achieved by analyzing the cost drivers such as (list below is indicative and not exhaustive):
  - i. Labour cost
  - ii. Materials cost
  - iii. Tooling costs
  - iv. Cost of consumables
  - v. Waste
  - vi. Setup costs

- vii. Devices costs
  - viii. Overheads
  - ix. Maintenance costs
  - x. Profit margin
- b. Gathering appropriate data is key to should costing. All sources of data and market intelligence should be leveraged to assess the appropriate cost (list if indicative and not exhaustive):
- i. Secondary information: industry reports to study the trends, market indices
  - ii. ONGC data on costs
  - iii. Relationship with vendors
  - iv. Relationship with other oil and gas majors
  - v. Previous technical knowledge and expertise
- c. A detailed document with line item wise costing, information source, calculations, and assumptions should be maintained for back up and future reference
- d. Should costing Model & Estimation prepared on the basis of should costing shall be approved by Sanctioning Authority after vetting by finance.

#### 4.2.2 Work Breakdown Cost Methodology (XX)

- a. Bottom up calculation of costing by breaking work into smaller structures and estimating the cost of each equipment or service individually. The total cost is the summation of the individual service and material costs. The accuracy range of the estimates shall always be mentioned in the estimates.
- b. A detailed document with break down structure and methods and source of cost estimation for each structure should be maintained for future reference

#### 4.2.3 Budgetary Quotes (BQ)

- a. Before obtaining the budgetary quote, the scope of work including special conditions of contract should be firmed up so that potential suppliers can understand the scope and send quotations.
- b. While collecting budgetary quotes etc., no commitments and assurances will be held out to prospective vendors / suppliers / contractors.

- c. The validity of the budgetary quote should be defined by the supplier.
- d. Preferably 3 Budgetary quotes should be obtained from suppliers for that particular good / service who meet the required specifications in the scope of work. In case of goods, BQ may be obtained from the manufacturer or authorized dealer /supplier.
- e. If 3 BQs are not available, then justification should be provided to the Competent Authority
- f. Quotations can be collected by either of the following ways (in order of priority):
  - i. Physical copy
  - ii. Email
  - iii. Published price list on the website / other sources
- g. If there is a wide variance between the lowest and highest BQ of more than 30% then Category Manager/MDT for costing will assess the importance of quality for the particular procurement. If quality is critical, the 25th quartile of the BQs will be taken as the estimate. If quality is not critical and its a standard procurement then lowest BQ will be taken as the cost estimate. A defined timeline should be given to the supplier to provide BQ and regular follow ups should be done with the suppliers to obtain the BQ as early as possible.
- h. Further the Category Management Team/MDT/ Internal Cost Estimation Team/ External Consultants shall apply due diligence while arriving at final cost estimates based on BQ.

#### 4.2.4 Last Purchase Rate (LPR)

- a. LPR should be used only if the same / similar Scope of work / specification was executed in ONGC in the last 2 years from the date of PR creation. If no LPR is available for the last 2 years, then LPR upto last 5 years may be used.
- b. The latest available LPR should be used for the purpose of cost estimation.
- c. The LPR should be duly adjusted upward or downward for inflation and Foreign exchange fluctuation and for any change in Taxes & Duties.

Depending on the type of procurement for services / goods and the composition of the same the indices below may be used to establish a realistic cost estimate (list below is indicative, not exhaustive)



- i. Whole sale price index (WPI): use as is or use the minerals, metals index which is also captured as part of WPI
- ii. Consumer Price Index (CPI): Use industrial workers or urban workers consumer price index
- iii. Other Metal indices: London Metals Index, Steel Index, Zinc Index etc. based on the composition of the good
- iv. Foreign exchange fluctuation from the LPR date
- v. Oil price movement
- vi. CIDC (Construction Industry Development Council)
- vii. Minimum wages in case of labour / services contract

Also reputed websites and ONGC subscribed databases such as IHS Petro data for tracking market trends should be used.

In case of projects / procurement of more than 1 year, future inflation should be built into the cost estimate. The forecasts available for the indices used for adjusting the LPR may be used for building in the future escalation. In case the expenditure schedule is known then escalation should be built in based on the schedule of expenditure, else escalation shall be added up to the midpoint of completion period for contract.

In case future forecasts are not available, the average of the last 2 years of the indices may be used for future forecasts.

- d. For procurement which cannot be linked to a single index for escalation, the MDT team consisting of indenting, MM and finance stakeholders should define the escalation metrics / methodology and inputs to be used for cost estimation. In case there is a change in the SOW from the last purchase, the MDT may apply due diligence and accommodate the same in the LPR to arrive at an accurate estimate.

#### **4.3 Costing for hiring of consulting services / domain experts / TPIs and certification agencies**

- 4.3.1 For hiring of above category of services, the LPR (duly adjusted for inflation, Foreign exchange) may be used as the basis of estimate or a BQ may be requested. Refer to section 4.2.3 & 4.2.4 on guidelines for cost estimation using BQ.

#### **4.4 Costing for OEM / proprietary purchase**

- 4.4.1 For material which has been previously procured by ONGC:
  - 4.4.1.1 If a rate contract / contract price already exists for the OEM purchase then that should be used for cost estimation

4.4.1.2 If not, then refer to the international published price list for the particular OEM items

4.4.1.3 If none of the above exists, then refer to the last purchase price of the purchase (even if it is more than 2 years old), duly adjusted for escalation and foreign exchange (refer to guidelines on adjustment for inflation in the LPR methodology of cost estimation section), as cost estimate.

(MM/04/2015 dated 28.04.2015)

4.4.2 If it is a new purchase, then either international published price list for the particular OEM items as per para 4.4.1.2 should be considered for costing or BQ from the OEM should be obtained

#### **4.5 Costing for Civil /Electrical and other works**

(MM/04/2015 dated 28.04.2015)

4.5.1 Preparation of Preliminary estimate to be used for budgeting and Administrative approval (Definition of Works has been detailed at Appendix – 16)

- a. Preliminary estimate for building works is to be prepared on the basis of CPWD plinth area rates (PAR) with appropriate cost index, items which are not available in the PAR shall be considered on the basis of available internal data base / LPR / consultant's data base or market survey / quotations. If market survey / budgetary quotation method is followed then the CPWD method of making detailed estimate will be followed. If considered relevant other SORs may be adopted with prior approval of the L-III officer / E6 officer of the technical team.
- b. Preliminary estimate for roads work shall be on the basis of length of road worked out on the rate per unit length on LPR / internal data base. This shall be approved by L-III officer / E6 officer of the technical team.
- c. For drill sites the preliminary estimate should be calculated on the basis of historical data / LPR or available data base rates.

Note: The method for working out the cost index (CI) will be on the basis of CPWD. In case cost index is issued by CPWD it will be followed, no further approvals required. However, if the cost index is worked out on the basis of CPWD guidelines, it shall be approved by L-II / E7 officer, wherever L-II officer is not posted the approving authority should be minimum L-III / E6 level.

4.5.2 Detailed Estimates to be used for Technical sanction and invitation/justification of tenders:

- a. Latest CPWD Schedule of Rates (SOR) duly enhanced by appropriate cost index (applicable for the work area) shall be considered. As a policy, CPWD rates will be adopted. If considered relevant, other SORs

may be adopted with the prior approval of L-III officer / E6 officer of technical department.

- b. Whenever rates of some items are not available in CPWD SOR, prevailing market rates collected as per cl.4.5.3 or rates provided by the project consultants based on their data base or market quotations or available in other SOR or any of the cost estimation methodology mentioned above, shall be adopted in the estimate. When any of the above method of estimation is adopted it must be approved by the L-II officer of the technical department and wherever level II officer is not posted it should be approved by minimum Level III / E-6 level officer of technical department.
- c. If at any stage it is felt that SOR rates are not workable, fresh market rates may also be adopted for estimation with the approval of L-II officer of the technical department and wherever level II officer is not posted it should be approved by minimum Level III / E-6 level officer of technical department.

4.5.3 Market survey shall be done by the Service/ Project Execution group and finance team to collect costs / budgetary quotations. For this, budgetary offers can be in any of the following forms:

- a. By collecting quotations from OEM / OES / authorised workshops.
- b. Collection of hand quotations
- c. Through email
- d. Published Price List of manufacturer with discount if any.
- e. Verbal enquiry from the market duly signed by the enquiring officer.

The basic market rates so collected and analysis of rates for the individual items shall be approved by not lower than Level-III / E6 level officer of the technical department.

4.5.4 Cost estimates for other jobs of specialized nature etc. shall be prepared using project cost data obtained on budgetary basis or drawn from execution of similar earlier works with appropriate escalation, or use of costing software / database or through expert services of experienced consultant.

4.5.5 No profit margin will be considered where ever budgetary quotes are adopted for complete Scope of work. However profit margin will be added if the budgetary quote is for an item which is part of the complete tender/scope of work

4.5.6 Following components to be added while preparing the detailed estimates

- a. Applicable taxes, duties and statutory payments such as Service tax, EPF, ESI etc. shall be added to the cost estimate

- b. Escalation for the project duration average of last 2 years CPWD Cost Index shall be added up to the midpoint of completion period for contracts having completion period 12 months or more. This shall be applicable for rate contract of period more than one year.
- c. Contingency of 5% for works of value up to Rs.1.0 crore and 3% for higher values.

However, tenders shall be invited and evaluated on the basis of Technical Sanction value.

(MM/10/2016 dated 23.03.2016)

4.5.7. While preparing cost estimation sheet, a column for reference viz. CPWD SOR, PWD SOR, BQ, LPR etc. with item numbers against all individual item(s) should be created for cross checking the estimation data by various departmental agencies. In the cost estimation sheet itself, technical specification against each individual referred item shall be confirmed. In case of any deviation, the extent of deviation taken shall be indicated.

#### **4.6 Costing in case of LSTK projects**

4.6.1 In case of LSTK / EPC works, approved costing methodology by CA shall be followed. The expected accuracy range of class 1 estimate should be used for preparation of estimates for tender document and also for check estimate i.e. for justification of rates.

#### **4.7 Revision of Cost Estimate for LSTK projects:**

If the market has shown abnormality, the cost estimate may be reviewed before the due date of bid submission by the team which prepared the initial estimate and revised only if necessary. The revised cost estimate will need to be approved by the concerned competent authority with full justification. Accordingly tender conditions if any, required to be changed as a consequence of revision of cost estimate, the same will be amended before submission of the bid.

In case of LSTK projects, the revised cost estimates prepared as a sequel to pre-bid conference or otherwise shall be frozen before the due date of bid submission and submitted to tender committee for appropriate decision as per para 12.17.8.

## **5 Scope of work (SOW) / Specifications**

### **5.1 Specifications**

- 5.1.1 To enable the effective procurement of materials and services a clear and complete scope of work (SOW) / specifications is critical. Along with the approved forecast clear and detailed specifications / SOW must be provided to the Category Manager/MDT, including drawings wherever necessary, so that there is no ambiguity left and to enable proper cost estimation/ bidders to quote for correct materials / works / services. The specifications should be drawn up in general terms without quoting reference to any particular firm or taking it as model specifications.
- 5.1.2 The indentors should not ask for proprietary materials or draw up specifications that would result in proprietary procurement, except in cases, where proprietary procurement is unavoidable. Specifications should normally be drawn in such a manner that there is a wide field of suppliers.
- 5.1.3 Before creating the Specifications/ Scope of Work, indentors should check if specifications for the particular requirement have been standardized within ONGC centrally. Wherever specifications have been standardized no further approval will be required.
- 5.1.4 Whenever specifications have not been standardized, specifications will be prepared by the concerned User / Indenting department. Such specifications shall need the approval of the competent authority as per para 34.1 of MM Manual.
- 5.1.5 Before finalization of scope of work Inputs may be taken from -associated teams, category manager (if applicable), empanelled vendors or vendors from whom we have previously purchased the material and / or service.
- 5.1.6 While specifying mobilization/delivery/completion period in the tenders, a realistic approach should be adopted by taking into account the experience gained during the past in similar type of tenders.
- 5.1.7 Utmost care should be taken while working out the 'quantum of work', so as to stipulate the same in the tender in a realistic manner and as accurately as possible along with a provision for positive and negative variation for certain quantity in actual situation.

### **5.2 Goods and Services**

- 5.2.1 While finalization SOW / specifications the following elements should be considered:
- a. Full description of the materials/services required
  - b. The quantity of materials or the duration of the service as applicable

- c. All relevant codes, standards, technical qualifications applicable
- d. All relevant Company HSE, Quality and Inspection requirements
- e. The warranty requirement of the material
- f. The indent must specify the time by which the material is required. In Indent, the definite delivery schedule and the place at which the materials are to be delivered and / or dispatched will be indicated. Firm period of delivery is to be indicated while raising the purchase requisition. However for staggered delivery separate line items to be created indicating quantity and date by which material is to be delivered.
- g. Delivery of the equipment, whose utilization is interdependent, is synchronized in such a way that none of the equipment remain idle for want of others
- h. Where commissioning and erection of equipment is involved, the capability and capacity of the manufacturer for the purpose must be assessed thoroughly before placement of order.
- i. Where installation of equipment is involved all necessary suitable infrastructural facilities should be made available well in advance before receipt of material at destination.
- j. Indication of Standard sizes/ranges in Indent: As far as possible, indents should be for standard sizes/ranges of the equipment.
- k. Material required for petroleum operation in PEL/ML area whose license were issued or renewed after 01.04.1999 or NELP block and the material required for any other areas may be indicated separately in tender document.

### **5.3 Civil Works**

- 5.3.1 In case of civil works, all the responsibilities of the indenter detailed above will be undertaken by the Technical Project Team of the civil department.
- 5.3.2 Horticulture works shall be handled by Horticulture section. In case horticulture section is not available at a particular work centre, then it shall be handled by the Civil Dept.

### **5.4 LSTK**

- 5.4.1 Finalization of Scope of work (Offshore Projects)
  - a. Execution methodology of projects will be approved by the CPA (Concerned Director has full powers).

- b. As Far as possible, scope of work for LSTK should be made on the basis of Front End Engineering Design (FEED) / functional specifications.
- c. Based on the broad scope of work available in Draft Feasibility Report (DFR) prepared for approval of the scheme, Project Group/MDT/indentor/user group shall prepare the detailed and firm scope of work, to the extent to facilitate bidders to prepare the cost estimate to reasonable accuracy and bid for it. The detailed scope of work is to be developed and finalized in consultation with technical consultant appointed for the Project and the inputs from the MDT.
- d. Geo Technical Investigation and seabed survey, for obtaining Soil and Bathymetry Report, shall be carried out through Marine Survey Group and data analyzed by IEOT / Rig Move & Safety cell and soil/ bathymetry reports so finalized will be part of bidding document for well /process platforms. Advance action for obtaining the soil data shall be initiated since re-sampling / shift in location may be necessitated due to reasons such as Punch through, obstruction etc. In case of any location found not suitable due to various reasons including punch through, obstructions etc. Project group shall take up the same with the sub-surface and get a revised location released at the earliest.
- e. MDT / sub-surface team of Asset will provide the location coordinates for proposed surface facilities, drift & direction of Wells to be drilled (if any). Well slot diagrams for all wells indicating type and size of conductors (vertical / curved / vacant) shall be obtained from drilling services.
- f. Information regarding Bathymetry, soil and other surveys e.g. Pipeline route/ corridor, shore approach, platform approach and other relevant environmental data for Pipeline Projects shall be coordinated with Marine Survey Group and put into the Bidding documents for Pipeline/Sub-sea Cable Laying Projects.
- g. Estimated number of crossing, Pipeline free span and no. of one-line valve, Laterals & PLEM (if any) may also be indicated in the Bidding documents, in consultation with Consultant / Asset.
- h. Area identified for the Project on existing Platforms shall be clearly marked up on a drawing and signed jointly with FPS/Asset representative to avoid the area being utilized for some other purpose.

#### 5.4.2 Finalization of Scope of work (Onshore Projects)

- a. Execution methodology of projects will be approved by the CPA (Concerned Director has full powers).

- b. As Far as possible, scope of work for LSTK should be made on the basis of Front End Engineering Design (FEED) / functional specifications.
- c. Based on the broad scope of work available in the FR (DFR) prepared for the approval of the scheme, Head Engineering Services in the Asset / Basin / Work centres shall prepare the detailed and the firm scope of work, to the extent to facilitate Design Division / external consultants to provide Basic engineering including order of magnitude estimates and preparation of Technical Bid Packages. The detailed scope of work is to be developed and finalized taking into account the technical inputs from MDT / Asset / Basin / Work centers.
- d. Geotechnical investigation for obtaining soil report and topographical survey shall be carried out by the Asset / Basin / Work centres and soil / survey report so finalized will be part of the bidding document for Onshore Surface facilities / Pipe lines.
- e. MDT /Asset / Basin / Work centres will provide the location coordinates for proposed surface facilities /pipe lines.
- f. Asset / Basin / Work centre will carry out Site survey and soil investigation (for surface facilities) and route, cadastral survey and soil investigation / resistivity surveys (for pipe lines projects) including hydrographic and bathymetry survey as may be needed and also crossing details i.e. rail / road / river / water bodies etc. along with profile, number, location. All such site related details will be furnished by the Asset / Basin / Work centres and furnished to Design Division / project group for incorporating in the bidding documents.
- g. In case of revamping / modification works envisaged in the scope of work, site survey / physical health check shall be carried out by the respective discipline engineers of Consultant / in house group for preparing the related scope of work for the Bid Package.

## **5.5 Third Party Certification /Inspection Agency**

- 5.5.1 Certification / Inspection Agency may be appointed to issue Certificate of Fitness in respect of quality as per defined specifications.
- 5.5.2 Scope of work for third party certification/Inspection work shall be prepared by the indenting with details of specs to be inspected, tests to be carried out etc. For civil works and other projects the Technical department in consultation with and duly vetted by Engineering Consultant should prepare the scope of work.



## **5.6 Revision in Scope of Work**

- 5.6.1 Once given along with the indent (final release of indent on the system), SOW would be considered as final.
- 5.6.2 In case after the pre bid conference, if it becomes necessary to change the specifications post inputs from the vendors then same would require approval of the competent authority, who initially approved the scope of work, with full justification.
- 5.6.3 After Invitation to Bid, where no pre-bid conference takes place, no change in specifications or scope of work or special conditions of contract is admissible generally. If the indenter seeks revision in any of the above, the approval of the concerned L-1 will be required with full justification for tenders.
- 5.6.4 Change in scope of work after opening of tender is not permissible.
- 5.6.5 Wherever there is a change in technical specifications, scope of work or other financial conditions during the tendering process, the concerned MM officer, if considered necessary, will forward the technical specifications and scope of work to the concerned indenter and financial aspects to the finance team for vetting before incorporating the same in the PO/contract. The specifications/scope of work shall be vetted the Indenter within 3 working days and financial aspects by Finance within 2 working days.

## **6 Indenting**

### **6.1 Procedure for Placing Indent on Materials Management**

6.1.1 The following will be required to raise a PR

- a. Approved Scope of work / specifications (including technical sanction for civil works, SCC, BEC, PQC, Specs, delivery schedule etc.)
- b. Financial concurrence (only in case there is no line item budgeting and financial concurrence could not be done at budgeting stage)
- c. Cost Estimate
- d. Administrative Approval
- e. All the EPC as well as centralized procurement cases relating to stores and spares should be accompanied by a confirmatory certificate (Appendix-14) duly signed by senior most officer of indenting section and MRP controller of the respective work centers certifying that stock holding norms have been adhered while creating PR (Purchase Requisition). In-charge MM should ensure receipt of such certificate prior to processing for procurement.
- f. Similarly all other cases of procurement of stores and spares dealt by work centers have to adhere to the inventory holding norms. In-charge MM at the work center shall process the procurement case of stores and spares only upon receipt of indent and a confirmatory certificate (Appendix-14) duly signed by senior most officer of indenting section and MRP controller of the respective work centers certifying that stock holding norms have been adhered while creating PR (Purchase Requisition).

6.1.1.1 In case of any urgent requirement (new or additional requirement), the case for procurement/contracting can be processed without sanction with the approval of concerned Key Executive. Even in such cases, the sanction note must be initiated before/along with the proposal for approval of BEC by competent authority. However price bid will be opened after obtaining necessary sanction.

### **6.2 Process for Raising of PR under centralized procurement**

6.2.1 For procurement of material / services with standard specification, the central indenting team which manages the procurement shall frame specification and circulate the specifications sheet to the assets.

6.2.2 In case standard specifications do not exist, then the central indenting team which manages that procurement circulates a checklist of defined specifications / specifications used in previous procurement to the user group for gathering the requirement.

- 6.2.3 The central indenting team which manages that procurement defines a reasonable timeline in which the user group must respond to the requirement. The concerned Chief of Services will place the consolidated indent and convey the required expenditure sanction to the centralized procurement team. If the Chief of Services fails to respond with the requirements to the central indenting team in the defined timeline then procurement for those items will not be undertaken for that work centre.
- 6.2.4 On receipt of the requirements from the different assets, the central indenting team consolidates the requirements.
- 6.2.5 The MRP controller runs checks on the consolidated requirements.
- 6.2.6 The central indenting team which manages that procurement / category manager (if applicable) reviews the cost estimated for the procurement at the time of budgeting and revises the cost estimate only on a need basis.
- 6.2.7 Once the scope of work and cost estimate is finalized, the PR is created by the central indenting team which manages that procurement if the budget is with the central indenting team otherwise the PR will be created by the indenter.

### **6.3 Process for Raising for PR de-centralized procurement**

- 6.3.1 The user group defines the scope of work and the technical specifications.
- 6.3.2 The scope must be technically approved by the technical sanction authority as per BDP (for works and LSTK).
- 6.3.3 MRP controller shall check the material requirement as per 1.9.5.
- 6.3.4 The user / Category Manager (if applicable) reviews the cost estimate for the procurement at the time of budgeting and revise the cost estimate only on a need basis.
- 6.3.5 Once the scope of work and cost estimate is finalized, the PR is created by the user.

### **6.4 OEM purchase**

- 6.4.1 Equipment / OEM-wise indents for stores & spares: Indents for procurement of stores and spares will be raised equipment / OEM-wise.

### **6.5 Appointment of Domain Experts/Consultants**

- 6.5.1 As far as possible only in-house design engineering resources shall be availed. The appointment of consultant shall be resorted only in case where in-house facility is not available. The appointment of consultant will be approved as per BDP. Further, as far as possible hiring of consultants should be done against Open/Limited tenders instead of on Nomination basis to ensure competitiveness.

## **6.6 Additional guidelines for preparation of PR**

6.6.1 For ICB tenders, item's specified in Directorate General of Foreign Trade's negative list should be imported only if license has been obtained from DGFT. The list is available at DGFT's website([www.dgft.gov.in](http://www.dgft.gov.in)) and the indenter should check it before raising PR.

6.6.2 Indication of source of supply in Indent: For open tenders, the indentors, while sending indent to concerned Materials Management, will invariably check the historical ONGC vendor data base to suggest at least three number of parties who are prospective suppliers of items as per designed specifications. Similarly, for items being purchased first time through open tender, the indenter will indicate at least 2 potential sources of supply who meet the designated specifications.

### **6.6.3 Timing of Raising Indent**

#### **a. Auto Indent for items**

i. In the case of items for which the auto re-order point will be fixed, the indent will be automatically generated by the system. MM can proceed with purchase of such material without any further reference to indenter and finance.

ii. Only in case of shortfall in the expenditure sanction, MM will refer the indent back to the indenter for additional expenditure sanction.

b. Wherever maximum/minimum and re-order levels have not been fixed for auto indenting, the indenting section will continue to assess its requirement and to place its indent on the purchase section.

c. Ad-Hoc Purchases: As far as possible, adhoc purchases will be avoided. Items, for which there is repeated emergency purchase, will be added to the list of Stock Items, which would be progressively increased and the list of Non-Stock items correspondingly reduced.

6.6.4 Grouping of Items: Whenever the purchase involves items to be purchased in groups, the same grouping should be intimated along with indent by the indenter.

Sieving of items should be properly done at the indent stage itself so that items independent in nature are indented separately.

## **6.7 Technical Sanction for Civil Works**

6.7.1 The PR may be created and released on the basis of preliminary scope of work and cost estimate.

- 6.7.2 However, a detailed cost estimate based on specification, essential drawings and preliminary structural and service designs shall be prepared for obtaining technical sanction by the competent technical accepting authority. The Technical Sanction (TS) to the estimate must be obtained before the tenders are invited. Powers for approving technical sanction shall be exercised as per powers delegated under the relevant 'Item No.' of BDP.
- 6.7.3 Technical sanction must be accorded by the competent technical accepting authority after satisfying himself regarding basis of estimation, detailed scope of work, design etc.
- 6.7.4 In case of multi-component projects / sub-heads of works, sanctioned (Exp. Sanction) by the Competent Authority for which a clear and specific provision exists in such expenditure sanction, TS may be accorded for each such component by an authority, as defined under BDP.
- 6.7.5 In case of LSTK projects which includes civil works also, no separate technical sanction for civil works will be required if entire technical bidding document is approved by the CA.

#### **6.8 Excess over Expenditure Sanction**

- 6.8.1 In case the indent value exceeds the budgeted amount, the additional sanction must be obtained and conveyed along with the indent.
- 6.8.2 In case, of occurrence of any shortfall in expenditure sanction before or during tendering, the tendering process shall not be held up for want of additional expenditure sanction. However, Price bid shall not be opened without additional expenditure sanction, if any.
- 6.8.3 In case any shortfall of sanction is known after price bid opening then Notice of Award should be only placed after obtaining additional expenditure sanction.

#### **6.9 Capital Items Purchase**

- 6.9.1 Before raising of indent for capital items, all concerned should make sure that the same/similar capital item is not available either in any stores or any of the sites.

#### **6.10 Radioactive material or items containing radioactive sources**

- 6.10.1 In case of existence of Radioactive material in any form in the goods intended for import, the permission from the Department of Atomic Energy should be obtained by the indenting department before the indent is placed.

## **7 Procurement strategy**

### **7.1 Large project procurement strategy**

7.1.1 Process of designing procurement strategy for large projects (Cost estimate >Rs 50 Crores) should normally be aimed to decide what parts can be done in-house and which parts need to be outsourced for timely completion of the project in an effective manner also by maintaining competition and ensuring on-going performance.

7.1.2 A workshop involving representatives of Indentor(s), User(s), Finance, Legal (if required), MM (preferably Category Managers) and any other concerned dept.(wherever necessary) shall be held to decide on the procurement strategy. Final decision on the procurement strategy will be taken by the Concerned Director based on recommendations from the workshop. Director concerned shall have full powers.

7.1.3 In case, workshop need not be conducted, then approval of CPA shall be required. (Director shall have full powers in EPC cases). Also, repeat approvals are not required if last tender of similar project was given approval to go ahead without workshop.

7.1.4 Key procurement strategies for large projects:

- a. EPC LSTK: The entire project from engineering, procurement and construction will be contracted out to a single contractor on a lump sum turnkey basis. The contractor could then use sub-contractors as necessary and will do the project management for the same as well.
- b. Mixed contracting: The project management role will be done by ONGC and there will be separate contractors for Engineering/Procurement (E&P could be reimbursable or lump sum) and Construction (Typically on a lump sum basis). This type of contract allows better control for ONGC and could lead to improved project performance in terms of timely completion, expected performance, cost competitiveness
- c. EPCM: There will be separate contractors for Engineering/Procurement and construction. The construction management role will also be done by contractor performing engineering and procurement. The EPCM (Engineering, Procurement and construction management) contractor will take up considerable project management from ONGC.
- d. EPC Reimbursable: EPC Contractor is paid for its services on an hourly rate. It is paid for procurement and construction based on actual costs, plus an added pre-determined profit margin. Typically represents high cost competitiveness but risk of cost overruns will be on ONGC

7.1.5 Guidelines around deciding on level of outsourcing in projects:

- a. Two key considerations to be considered by ONGC in determining the contracting strategy are ONGC's expertise in project management

(including ability to manage multiple interfaces) in specific type of project being considered and criticality of the project.

- (i) If the project is critical and ONGC possesses the requisite experience in project management (including ability to manage multiple interfaces), then ONGC should prefer Mixed type of contracting.
- (ii) If the project is critical and ONGC does not possess the requisite experience in project management (including ability to manage multiple interfaces) in the specific type of project then EPC LSTK contracts should be preferred.
- (iii) If the project is not critical and ONGC possesses the requisite experience in project management (including ability to manage multiple interfaces) in the specific type of project then Mixed contracting should be considered subject to availability of the professionals; EPC LSTK contracts should be considered for all cases where ONGC has expertise but there are not enough resources to be dedicated to the project.
- (iv) For all other cases, EPC LSTK contracts should be the preferred procurement strategy.

- b. The above options can be used for even smaller value projects (<Rs. 50 crores) without mandating workshops.

Additional guidelines:

- (i) The market trend for consumer products must always be kept on the focus.
- (ii) Wherever feasible, price formula should be firmed up before commencement of execution of Project.
- (iii) Wherever possible, long term commitment should be made from the prospective parties before going ahead for execution of project.
- (iv) A detailed check list should be available for monitoring and mid course corrections.

## **7.2 Procurement strategy of goods/services**

### **7.2.1 Purchase of frequently ordered goods/services with limited suppliers**

- a. For common items required continuously throughout the year in large quantities, common services hired repeatedly through the year and limited suppliers (as determined in market study), centralized rates contracts should be entered into. However, for work centre specific items/services required continuously throughout the year RCs may be entered into at respective work level.

- b. Items/Services for which rate contract should be concluded will be identified and the list will be reviewed and additions made every year depending upon the past consumption or on anticipated consumption. Rate contracts will not be entered into in the case of items/services for which the market shows marked downward trend. In order to provide against a rise/fall in the market price during the currency of the rate contracts that are valid for more than a year, the contract may include the standard Fall Clause/ suitable escalation/ de-escalation clause).

#### 7.2.2 Purchase of frequently ordered goods/services with multiple suppliers

- a. For items/services required continuously throughout the year in large quantities/multiple times and with multiple suppliers (as determined in market study), it may be advantageous to have empanelled vendors where items/services are procured by a limited tender requesting only for price bids.

#### 7.2.3 Contracting options for Services

- a. Open book /Cost plus contracts(Government Department Only)
  - (i) Cost plus contracts will be preferable for services with unstable underlying prices and no clear indices that reflect the variation in prices. Also, these contracts are suitable where full extent of service required is not known at the time of award of contract.
  - (ii) In cost plus contracts, service providers will be reimbursed based on actual costs incurred.
- b. Fixed plus escalation/fall
  - (i) Fixed cost contracts with escalation/fall clauses are preferable for services with unstable underlying prices and where reliable indices are available that reflect the variation in underlying prices. Instability in prices should be determined based on the time period considered for the contract.
- c. Fixed price
  - (i) Fixed price contracts are preferable for services with stable underlying prices. These contracts can also be used in cases where ONGC decides to keep the procurement of services to a pre-determined budget but it is to be then kept in mind that cost competitiveness of such procurement could be low.

### 7.3 Provision to use Empanelment

- 7.3.1 Empanelment will be an option that is applicable across different procurement strategies explained in this section. The mentioned type of procurement strategies can be executed with empanelled vendors based on status of empanelment and convenience in the specific category of procurement.



## **7.4 Market Study**

- 7.4.1 Market studies would be a key tool in helping assess the mode of tendering to be used for the procurement.
- 7.4.2 Detailed market study should be carried out. Information must be gathered about the supply market from which the good or service will be purchased.
- 7.4.3 Responsibility:
  - a. Category Manager (if available for procurement type)
  - b. MM team (if there is no category manager for procurement type)

## **8 Mode of tendering**

### **8.1 Purchase through DGS&D and NICS I rate contract**

- 8.1.1 ONGC should consider taking advantage of the DGS&D Rate / Running Contract when such contract exists and the delivery period suits our requirement as no separate tenders need be invited when the delivery period stipulated in the DGS&D Rate / Running Contracts is acceptable leading to time and cost savings. Such orders can be placed on DGS&D's terms and conditions with the option of inspection being done by ONGC or third party nominated by ONGC or with ONGC terms and conditions with consent from the rate contractor. The Purchase Officer may place a direct supply order on the DGS&D Rate contractors on DGS&D rates with the approval of CPA. The order can be placed directly on the rate contractor with lowest DGS&D rate. If there are multiple contractors offering the lowest DGS&D rate, contractors will be selected on rotation basis.
- 8.1.2 While operating DGS&D rate contracts, it should be ensured that there is minimum cash outgo for procurement of material/services provided delivery period is suitable and specifications are conforming to our requirement. However, if delivery and material against a DGS&D rate contract is / are not in accordance with our requirement, the purchase could be effected even at higher rates against another DGS&D rate contract.
- 8.1.3 List of DGS&D rate contracts is available on DGS&D's website. All work centers are required to use the same, as required, to take advantage of DGS&D rate contracts. In case the DGS&D rate contract also includes the name of dealer/distributor in addition to the OEM, then first effort should be made to procure directly from OEM. In case, OEM does not respond, then the procurement can be done through the dealer/distributor mentioned in the DGS&D rate contract.
- 8.1.4 In line with procurement of material using DGS& D rate contract, ONGC can also make use of existing/prevaling National Informatics Centre Services Inc.(NICS I) rate contract for the procurement of IT Hardware , Software and IT Services.
- 8.1.5 In case such direct/referral supply orders being placed, ONGC is liable to pay a nominal fee as Departmental Charges (as informed by DGS&D from time to time). Such departmental charges will be first deposited by vendor to the concerned controller of accounts and then claimed for reimbursement from ONGC against supporting documents.
- 8.1.6 All other items not covered by the Rate / Running Contracts will be arranged by the Materials Management through other methods of purchase.

## 8.2 Open tenders

8.2.1 Except for situations covered under provisions at para 8.2.4 and 8.2.6, when the value of the tender is more than Rs.10.00 lakhs, open tenders will be invited. Open tenders will be advertised through the press.

(MM/10/2016 dated 23.03.2016)

8.2.2 Tender inviting Section shall forward the copy of Invitation to Bid to Corporate Communications department for publishing Tender Notice in the newspapers in the following formats:

“ \_\_\_\_\_ invites sealed bids / e-bids (delete, whichever is not applicable) as per details given below :-

Tender No: \_\_\_\_\_ Brief Description \_\_\_\_\_ Contract/ delivery  
Period \_\_\_\_\_ Tender fee \_\_\_\_\_ Period of sale of  
tender documents from \_\_\_\_\_ to \_\_\_\_\_ Last date of Receipt of  
Clarifications for Pre-bid conference(delete if not  
applicable) \_\_\_\_\_ Pre-Bid conference date / time (delete if not  
applicable) \_\_\_\_\_ Techno-commercial bid closing/ opening  
date/time \_\_\_\_\_ .

For other details of this tender including corrigendum if any, (please logon to ONGC web site “tenders.ongc.co.in” and “etender.ongc.co.in” (for e-bid). In case of exigencies ONGC at its option may decide to extend tender sale/Techno-commercial bid closing/ opening date/ time in future which will be posted on the above referred website for information. Bidders should regularly visit ONGC tender website for the latest information in this regard.

New vendors should ensure to approach ONGC for issue of vendor code number along with all the required documents minimum 5 working days prior to bid closing date.

8.2.2.1 The number and type of newspapers in which Tender Notice is to be published shall be decided by the Corporate Communication Depts. The Corporate Communication shall provide copy of advertised NIT to the concerned tender issuing department. Further, the detailed Invitation to Bid along with complete Tender Documents will be uploaded on ONGC’s tender website by concerned department.

8.2.2.2 Amendments to the NIT after its issue should be made where absolutely necessary and unavoidable.

(MM/10/2016 dated 23.03.2016)

8.2.2.3 – Deleted -

8.2.3 Open tender bidding documents will be available on ONGC website and the bidders should download the tender document from the website only.

8.2.4 Invitation of open tenders will not be necessary in the following cases:-

- i. Purchases against ONGC/DGS&D/NICSI Rate Contracts; and
- ii. Where the sources of supplies are known and limited
- iii. Where vendors for the procurement category have been empanelled

8.2.5 For invitation of Limited Tender, in cases where open tender is to be invited due to reasons mentioned at 8.2.4(ii), Pre Qualification Criteria (PQC) should be prepared by indenter. Indenter should also ensure that the shortlisted bidders meet the PQC requirement.

There should be minimum of 5 short listed bidders for such type of procurement/service contract on limited tender value. In case short listed bidders are less than 5 then approval of one step higher than the CPA should be obtained. Shortlisting of bidders & PQC made initially would be approved by the CPA & concerned Director will have full power in this regard.

8.2.6 In case, Limited Tenders are proposed to be invited (as against open tender to be invited based on the value of the tender) and the vendors for the specific procurement are not empanelled, then the bidders should be identified and short-listed by the indenter, who should also determine and certify that short-listed bidders meet the pre-qualification criteria (technical) advised as per the instructions in vogue. Such short-listing of the bidders and the PQC are to be approved by the competent authority, as per the provisions contained in para 34. Thereafter, prequalification criteria (technical) need not be incorporated in the tender.

(MM/04/2015 dated 28.04.2015)

8.2.7 The names and addresses of vendors who meet the shortlisted criterion along with the PQC must be uploaded on ONGC tenders website. Thereafter, 10 calendar days time will be given to any bidder who meets the PQC but is not included in the list uploaded earlier, to forward their request for issuance of tender enquiry, along with relevant documents (to establish their compliance with the pre-qualification criteria). In this regard, guidelines issued vide circular No. 01/2005 dated 27.01.2005 appearing in the list of valid circular (which are now applicable for tenders valuing above Rs. 10 lakhs) should be followed.

### **8.3 Electronic Reverse auction**

(MM/01/2015 dated 16.03.2015)

8.3.1 Electronic reverse auction is an online real-time procurement technique utilized by the procuring entity to select the successful submission, which involves the presentation by suppliers or contractors of successively lowered bids during a scheduled period of time and the automatic evaluation of bids;

- 8.3.2 The reverse auction process can be used to replace any price bid evaluation procedure to determine L-1 like the comparison of sealed price bids.
- 8.3.3 Applicability: In all the tenders which are proposed to be processed under Reverse Auction, it should be clearly specified in the BEC that ONGC reserves right to go for Reverse Auction process or may finalize the tender without Reverse Auction, if required. However, the decision to conduct Reverse Auction or not will be conveyed to short-listed bidders prior to opening of price bid. Procurement by means of an electronic reverse auction should be engaged under following conditions:
- a. Procurement of common goods and services, which are those where performance and quality characteristics can explicitly be defined beforehand in the bidding documents using widely-known and unambiguous market specifications. Services whose characteristics are largely intangible, whose progress tends to have a degree of unpredictability, and their inputs and outputs typically vary from project to project (and therefore are hard to define beforehand) will not be considered a common service.
  - b. There is a competitive market of suppliers or contractors anticipated to be qualified to participate in the electronic reverse auction, such that effective competition is ensured;
  - c. The tenders for items covered at a) & b) above shall have a provision for conducting reverse auction. However, after techno commercial evaluation, if number of technically & commercially acceptable offers are less than 04(Four) for any item (where evaluation is done separately) then no reverse auction may be conducted for such items (but the Work centers shall take appropriate decision regarding conducting offline price negotiation, if required, for such items as per provisions under para-14.2 of MM manual). Reverse auction shall be conducted for the remaining items. Accordingly the decision to conduct reverse auction shall be communicated to shortlisted bidders prior to opening of price bid.
- 8.3.4 Operation: The event will be conducted through ONGC's online bidding software (SAP SRM), designed to streamline bid negotiations into a real-time bidding event. The price bids of shortlisted bidders shall be opened on the same day as the reverse auction event is to be conducted.
- 8.3.4.1 The applicable exchange rate for conversion and the customs duty to be loaded for each item (for foreign bidder) and basis of evaluation for domestic bidders (Ex-Works or FOR Destination) shall be conveyed by ONGC to the concerned bidders prior to commencement of Reverse auction.

8.3.4.2 The price bid data shall be tabulated immediately after opening of price bid in SRM and evaluated prices shall be worked out in the sample calculation sheet based on evaluation methodology of BEC and shall be signed by the Tender Committee members. After tabulation of the priced bid data, the dealing officer in presence of the Tender Committee shall confirm the evaluated prices with respective short listed bidders and feed in system the lowest evaluated price further decremented by 0.5% as ceiling price.

8.3.5 During the auction:

- a. All bidders shall have an equal and continuous opportunity to present their bids;
- b. There shall be automatic evaluation of all bids in accordance with the criteria, procedure and formula provided to suppliers or contractors ;
- c. Each bidder shall receive, instantaneously and on a continuous basis during the auction, sufficient information allowing it to determine the standing of its bid vis-à-vis other bids;
- d. There shall be no communication between the procuring entity and the bidders or among the bidders, other than as provided for in subparagraphs (a) and (c) of this paragraph.
- e. Minimum bid decrement of bidders will be 0.5% of the last price entered by respective bidder.

8.3.5.1 Features of the online event:

- (i) The bidding direction of this event is downward. Bidders cannot raise their bid once the event has opened and they have submitted a bid.
- (ii) Bidders must bid for the complete quantity of each item as quoted in SRM bid. The prices should be quoted as per the sample calculation sheet provided in the bidding document.
- (iii) Bidders only see their own numeric rank (in 'Rank only' format) or the lowest bid and their own numeric rank (in 'Rank with L1 price' format). At no point of time will any bidder see the names of other bidders, or the prices of bidders other than the lowest bid.
- (iv) The lowest evaluated price (of short listed bidders based on their price bids submitted initially in SRM) further decremented by 0.5 % (minimum decremental value in the RA) shall be the Ceiling price or the maximum permitted starting bid in reverse auction for all bidders.
- (v) A bidder will not be able to see the rank for a lot until the bidder submits an initial bid.

- 8.3.6 The procuring entity shall not disclose the identity of any bidder during the auction. No mobile phone, alternate network connection or any other communication device other than the identified official landline number (to be communicated to the bidders) shall be allowed in the reverse auction room. The identified numbers of ONGC for this purpose should be intimated to the bidders well in advance. Similarly, the telephone numbers of bidders for the authorized interaction with bidders should be obtained through 'Bidders' Response Sheet'. Also till the reverse auction is over no member of the team conducting RA shall be allowed to leave the room.
- 8.3.7 All line items in auction are open to bidding at the same time, but the auction shall be close for one line item after the other.

This process shall initially be held for a period of 30 minutes. In the event of a bid received in the last 3 minutes resulting in change of prevailing L1 price of the first line item, the period of auction shall get extended automatically by 5 minutes (for "rank with L-1 price" option) and 10 minutes (for "rank only" option) from the time of submission of such bid. This process shall continue till no change in L-1 price of the first line item takes place in last 3 minutes. Then the auction will close for the first line item and auction for the remaining items will continue for a further period of 10 minutes. In the event of a bid received in the last 3 minutes resulting in change of prevailing L1 price of the second line item, automatic extension shall be effected in similar fashion as explained above for the first line item.

The process shall be continue in a cascading way for all remaining line items.

All bidders, regardless of their previous position, can submit their bid during the extension period also.

The process of reverse auction shall automatically close thereafter.

- 8.3.8 Bidders at their own interest should ensure uninterrupted internet connectivity at their end during the Reverse Auction with necessary backups to take care of any connectivity problem. However, in case of failure in connectivity of any of the bidders, the Reverse Auction time will be extended once against request of each bidder, if the request is received within the auction time. Such extensions shall each be of 10 minutes and no more than one request for such extension from each bidder shall be entertained in an Auction. TC will be empowered to extend the RA time. The extension of auction time shall be communicated to all the bidders through system broadcast message and also intimated telephonically to the bidders who are disconnected from Reverse Auction at that point of time.

In case no conclusion can be drawn from RA from best bid history or where Reverse Auction is inconclusive on account of system malfunctioning or break in internet connectivity at ONGC SYSTEM end, RA shall be re-conducted. In such scenarios, the dealing offer shall obtain the status from the SRM team of Project ICE and thereafter TC shall put up recommendations to CPA for approval to conduct the RA again.

The procuring entity can suspend or pause the reverse auction, if required. In such eventuality the duration of the auction shall be extended by ONGC for the period for which auction was under pause/suspension.

#### 8.3.9 Types of Auction:

##### (i) 'Rank with L-1 Price' bid format:

In "Rank with L-1 Price" bid format, during the process of Reverse Auction, the short-listed bidders shall be able to see only the current lowest price and their respective ranks/position during the online bidding process in the system, based on which they may reduce their prices. This type of auction shall be adopted in those tenders where neither any purchase nor any price preference is applicable.

##### (ii) "Rank Only" bid format:

In "Rank Only" bid format, during the process of Reverse Auction, the short-listed bidders shall be able to see only their respective ranks/position during the online bidding process in the system, based on which they may reduce their prices. This type of auction shall be adopted in case of tenders, where purchase preference (for MSEs) is applicable, so as to take care of purchase preference at the end of the Reverse Auction.

8.3.10 TC will decide on choice of the option i.e. "Rank with L-1 price" or "Rank Only" at the time of short-listing of the bidders depending on the bidders at that stage who are eligible for purchase preference.

#### 8.3.11 Purchase Preference:

Under purchase preference eligible bidder whose quoted price is not lowest get an opportunity to match L-1 price if their quoted price falls within the stated percentage difference from the lowest quote. If the bidder matches the prices, he gets the order otherwise the original L-1 bidder gets the order. In Reverse Auction, if the L-1 price is seen by all the bidders, it is apprehended that the bidders eligible for purchase preference can position their prices always within the purchase preference range which would be an unintended advantage. Hence, to facilitate purchase preference in a fair and transparent manner, the Reverse Auction shall be held in "Rank Only" format, if any of the short-listed bidders are eligible for purchase preference. After conclusion of Reverse Auction, if any of the eligible bidder for purchase preference falls within the specified limits for purchase preference, such bidder will get opportunity to match with L-1 price.

8.3.12 TC members shall remain on the spot till the completion of the Reverse Auction process.



- 8.3.13 Apart from the participating bidders, the RA shall be visible while in progress to ONGC only through one user login. i.e. user login of Dealing Purchase officer who shall display the RA to TC members. The identity of the bidders shall not be disclosed to Tender Committee and the dealing officer. Even the prices of bidders shall not be visible to the dealing officer and the Tender Committee at the time of Reverse Auction in case of "Rank Only" bidding.
- 8.3.14 In case of a tie during auction i.e. two bidders entering same lowest price, the bidder who enters the prices first in the system would be taken as L-1 and the other bidder would see their ranking as L-2.
- 8.3.15 On completion of Reverse Auction, the history of Reverse Auction shall be signed by the dealing officer and TC members. In case of non-availability of TC members due to any contingency, they should nominate suitable officers to represent them to witness the Reverse Auction. However, TC members would sign the proceedings afterwards.
- 8.3.16 After completion of online event of Reverse Auction within 24 hrs, the bidders would re-submit breakup of their final quoted evaluated price as per relevant appendix of sample calculation sheet so as to enable ONGC to award the purchase order/contract. Bids of those bidders who fail to provide cost break-up sheet or adhere to prices quoted during the online event will be rejected and the bid bond / EMD of such bidder shall be forfeited. However, in such case of break up, the prices of any of the items shall not be increased above the prices submitted in SRM.
- 8.3.17 For the purpose of e-procurement and Reverse Auction, the dealing officer is the executive handling the case and carries out all actions like publishing the tender in e-tender portal, uploading ceiling prices for Reverse Auction and carries out all activities connected with processing of the case both in manual & e-procurement modes.
- 8.3.18 In case of no response from any bidder in reverse auction, the original evaluated L-1 price will be considered for further action.
- 8.3.19 The case shall be processed further for award or otherwise based on L-1 prices received at the end of Reverse Auction. Price reasonability will still need to be established even though the bidding process is through Reverse Auction and ONGC will reserve the right to negotiate with L-1 bidder as per Guidelines.
- 8.3.20 The Reverse Auction shall be implemented first on pilot scale in five high value tenders of Corporate MM and based on the outcome of these five cases, PMC in consultation with Corporate MM shall put up their recommendation to EPC for further extending reverse auction to other tenders in ONGC.
- 8.3.21 With the assistance of ICE team, training for vendors shall be facilitated to meet:

- a. Online help documentation for bidder registration to SRM portal including process of obtaining digital certification.
- b. Training to all eligible/interested bidders, if required, on the Reverse Auction process prior to conduct of Reverse Auction.

8.3.22 The due date and time for price bid opening and conducting the event of Reverse Auction should be intimated well in advance to the bidders, through the System.

8.3.23 For the cases to be processed under RA, the CPA will be with reference to sanction value or the original evaluated value of L-1 bidder before the RA process, whichever is higher.

#### 8.3.24 **Dispensation from e-RA:**

After invitation of tender, depending upon the response of the bidders during pre-bid conference (if applicable), if it is felt that it would not be feasible to go for RA process in the tender, then in that case approval for dispensation from RA process would have to be obtained from the CPA giving detailed reasons as to why RA cannot be adopted. Concerned Director shall have full powers in such cases.

8.3.25 Cases pertaining to purchase on single tender basis from OEM/OES/PAC basis and tenders for LSTK contracts shall be exempted from RA process.

### **8.4 Limited Tenders**

8.4.1 Limited tenders would be mode of tendering for purchases upto Rs.10.00 lakh or if limited number of suppliers are available or if vendors for the category of procurement are empanelled

8.4.2 <Applicable if vendors have been empanelled for category of procurement>

Limited tenders to empanelled vendors can be done as per empanelment procedure. If Quality and cost based selection (QCBS) is proposed to be used, additional documents needed specifically in excess of documents submitted for prequalification can be requested for quality evaluation along with price bids.

8.4.3 For procurement through limited tender, the tender need not be advertised through the press.

(MM/10/2016 dated 23.03.2016)

- 8.4.4 For limited tenders upto Rs.10 lakhs, MM department / tender processing group may send enquiries to vendors known to ONGC. The enquiries will also be sent to the registered vendors as defined in para 17.1 based on documents submitted for specific item/service/category of procurement. MM department / tender processing group at each work center shall make necessary arrangements for registration of vendors as per para 17.1, keeping in view of the requirements of the work center. Guidelines under para 8.2.7 on formulation of PQC and use of website in tender shall not be applicable for limited tenders covered under this para.
- 8.4.5 Enquiries should be sent to as many firms as possible to ensure competition. The list of selected suppliers, to whom enquiries have to be sent, will be approved by the competent purchase authority. The minimum number of inquiries to be floated will be as under:-

Value	Number of enquiries
For tenders from Rs.1,00,000/- to Rs 5,00,000/-	5
For tenders from Rs.5,00,001/-to Rs.10,00,000/-	7

- 8.4.6 For tenders valuing less than or equal to Rs.10 Lakhs, when the number of vendors known to / registered with ONGC is less than the required, the enquiry may be sent to all such vendors after obtaining the approval of an officer one level higher than the Competent Purchase Authority.

- 8.4.7 Procedure for purchases upto Rs.10 lakh:

The dealing officer will float limited tender enquiries, as per para 8.4.3, 8.4.4, 8.4.5 above.

After receipt of offers within the closing time and date, the offers shall be opened by the nominated opening officers from Finance &MM or Finance & user group (for cases handled by departments other than MM). After opening, the offers will be handed over to the concerned dealing officer who shall tabulate the data from the offers in the comparative statement, to be prepared within two working day. In all cases where technical evaluation is involved, the duplicate copy of the offers is to be referred within one (1) working day to the indenter for technical comments. The indenter [not below E-1] shall furnish the technical comments immediately, which in no case shall exceed five working days. Subject to provisions of clause 34 of this Manual, the approval of CPA as per BDP will be obtained before placing order (within 10 working days from opening of bids) without holding Tender Committee).

Note: Provisions 8.4.4 to 8.4.7 are not applicable if vendors have been empanelled for category of procurement

- 8.4.8 In case of limited tender, the question of post tender technical rejection is not at all desirable, except when technical rejection of bids is due to deviations from tender specifications / scope of work. Hence, authorities approving the selection of such bidders should be very meticulous.

**NOTE:**

ICE team is in the process of creating necessary provisions for online registration of bidders for various categories of items for procuring the same against limited tenders. Till the time the said process is completed, respective In-charges of MM/ Level –II in case of user departments are advised to ensure that following guidelines are meticulously followed:

- (i) For issuing Limited Tender enquiry, an items / category wise list of prominent and reliable firms possessing Permanent Account Number (PAN) and Sales Tax / CST / VAT Registration number (as applicable) will be maintained in a register by conducting market survey, web search, checking information about suppliers on SAP system etc.
- (ii) Aforesaid list shall be reviewed and if necessary updated on half yearly basis. However, name and addresses of the prospective vendor shall be added in said list as and when necessary.
- (iii) Officer(s) nominated by respective Level-II of user department //c MM for maintaining such list shall obtain approval of I/c-MM/ Level-II in case of user department, for finalizing / updating said list of vendors.
- (iv) Proper record in respect of the name, addresses and source of information of the listed vendors shall be maintained.
- (v) Any case for de-registration of firms shall require approval of I/c-MM/ Level-II in case of user department.

## **8.5 Purchase on single tender**

8.5.1 Key Executives must ensure that the cases are processed in time for procurement of goods/services to meet the operational requirement, so that extension/award of contracts on nomination basis is avoided. Due diligence should be carried out before placing the order on nomination basis and award of cases on nomination/extension of cases must be brought down to bare minimum. All out efforts should be made to expeditiously accord expenditure sanction after administrative approval and the cases should be processed well in advance considering the time taken for various approvals and time taken by MM for processing the tender including mobilization period, if any, to avoid situation forcing award on nomination basis.

8.5.2 Wherever, the procurement is to be carried out on PAC/Nomination basis prior approval of CPA not below L-1 (Directors have full powers) shall be obtained bringing out the detailed justifications for resorting to such PAC/Nomination basis. The reasons for resorting to particular vendor/service provider should also be explicitly brought out.

- 8.5.3 All proposals, where PAC/Nomination approvals have been obtained from the competent authority and safety and operational aspects are involved, are to be finalized on priority with best efforts to negotiate with bidder for obtaining possible price reductions. It must be ensured that such items purchased against PAC are consumed/put into use within one year from the date of receipt of the material.
- 8.5.4 In case of nomination cases, the question of post tender technical rejection is not at all desirable. Hence, authorities approving the selection of such bidders should be very meticulous.
- 8.5.5 Tender Committee should specifically bring out and deliberate the following while seeking approval for award on nomination basis:
- a) Reasons and justification for award on nomination basis instead of competitive bidding.
  - b) Reasons and justification for recommending a particular vendor/service provider for nomination contract.
  - c) Reasonability of rates to be explicitly ascertained/confirmed.
- 8.5.6 Each contract proposed to be awarded on nomination basis is a separate contract and CPA should be determined as per the BDP based on value of individual contract.
- 8.5.7 Purchase of non-proprietary items

Purchase of non-proprietary items, on single tender basis, will be resorted to only in the situations of emergencies like flood, fire, civil disturbances, war, cyclones, blow out and operational break down and/or reliability of material/equipment/services as per provisions under para 8.10. Detailed justification for resorting to emergency / operational break down/reliability of material/equipment/services should be recorded at the time of processing the proposal for approval of competent authority as per powers delegated under BDP.

Note:

In all cases pertaining to procurement of OEM spares, standby equipment from OEMs and the procurement carried out on 'PAC' and 'Nomination' basis, following confirmations shall be obtained prior to award of contract/order:

- (i) The prices quoted by them for the items of same specifications are not more than what they charge to other customers. In the cases where OEM certifies that they do not market their products directly, but only through authorized distributor and have only one authorized distributor worldwide, ONGC should accept the required confirmation given by the sole global authorized distributor of OEM to the effect that the prices quoted by them for the items of same specifications are not more than what they charge to other customers.

- (ii) A certificate should also be obtained from them that the terms and conditions offered to ONGC are at par with those offered to other customers worldwide.

## **8.6 Hiring of services of Domain Experts/Specialists/Consultants:**

- a. Domain Experts are individuals/universities/institutes with established reputation for specified knowledge and experience in specific areas of Science and Technology. It is neither feasible nor desirable to engage such individuals/universities/institutes through tenders. Therefore,
  - i. Each Director shall constitute a Technical Team to identify Domain Experts in relevant disciplines,
  - ii. The identified Domain Experts shall be contacted by the Director for acceptance of retainer ship followed by empanelment, and
  - iii. In case the expert is not empanelled, the concerned Director may request the services of particular Domain Expert for specific studies and tests.
  - iv. For cases involving Collaborative Research, MoU should be the preferred way of entering into contract. MoU shall be signed by concerned Director following in principal approval from EC.
- b. Tender procedure (limited or open) could also be applied to the selection of consultants and specialists where quality and cost weights shall be determined based on importance of technical competence to the success of the assignment/project as explained in QCBS section.
- c. In the areas where ONGC institutes are likely to have overlapping capabilities, the following exercise necessarily be carried out:
  - i) Capability of ONGC institutes be ascertained to know if they are in a position to provide the in-house expertise for the particular project.
  - ii) If not so, do they have names of agencies to suggest to approach for such expertise, to have possibility for adequate competition explored, before opting in for award of work on nomination basis

## **8.7 Petty purchases**

- 8.7.1 Purchase upto Rs.25,000.00 (annual cap as per BDP) at a time may be made without formal enquiries or without obtaining hand quotations by User Departments themselves.

8.7.2 Proper safeguards/deterrence need to be made to avoid in fructuous expenditure on purchase of petty items like stocks covered under kits and liveries. In order to obtain competitive & comparable rates for procurement of these items, standardized specifications notified by HR-Corporate Policy Group from time to time should be meticulously adopted. Further, as far as possible while procurement of such items, it should be ascertained that the items being procured are manufactured by the companies possessing relevant IS certificate issued by Bureau of Indian Standards (BIS).

## 8.8 Purchase against Hand Quotations

(MM/04/2015 dated 28.04.2015)

8.8.1 Purchases above Rs. 25,000.00 up to Rs. 100,000.00 shall be made on hand quotation basis by User Departments themselves (subject to annual cap as per BDP) by obtaining at least three hand quotations for all types of procurement. A list of prominent and reliable local firms will be maintained by all concerned. Hand quotations will be collected on rotation basis whenever there is scope for rotation. A certificate will be given by the Officer making such purchase that hand quotations were obtained on rotation basis. The names and addresses of the firms from whom quotations are obtained will be given in the certificate. Where the number of dealers is limited i.e. less than six(6), rotation system need not apply.

### 8.8.2 Purchase from State Emporium / Govt. Deptt /Undertakings

Whenever items are available in State Emporium / State Govt. or Central Govt. Undertakings, purchases are to be made from them only and in those cases, the requirement of obtaining three hand quotations will not be necessary.

## 8.9 Purchase through board of officers

8.9.1 Purchase by a board of Officers will be resorted to only in exceptional circumstances when the materials / services / works are either required urgently to overcome an exigency or because the indenter is not able to give firmed up / detailed specifications (necessitating on the spot decision based on the availability in the market) so that procurement cannot be made under the normal purchase procedure, provided further that prior approval of the Competent Purchase Authority, not below Level-1 executive, is obtained and furnished along with the Purchase Indent, before resorting to purchase through a board of officers. Board Purchase should not be resorted to for CSR projects and for award of contract of long duration.

8.9.2 Competent Sanctioning Authority not below Level-1 is empowered to constitute a Board of Officers comprising of Executives as below:

CPA (As per BDP)	Level of Rep. from MM	Level of rep. from Finance	Level of rep. from Indenter
Level-2	I/c MM	I/c Finance	L2

and above			
Level-3/E6	Second Level MM	Second Level Finance	L3/E6
Level-4/E5	Third Level MM	Third Level Finance	L4/E5
E-4	E4	E4	E4
E-3	E3	E3	E3
E-2	E2	E2	E2

Proceedings of such purchase boards (comprising of executives of competent level) will not need approval of any authority, since spot decisions are required. However for cases beyond the powers of the board, the case shall be put up to the competent authority for approval.

- 8.9.3 If for any reason it is not possible to constitute a purchase board with competent officers, the board may be constituted with an officer of the next below rank. However, the reasons should be recorded in writing.
- 8.9.4 For carrying out the purchase, the board of officers shall explore the local markets as first priority, before seeking offers from outside the city/town. Further, the board of officers shall obtain as many quotations as possible so as to determine the reasonability of rates. In case the supplier(s) do not agree to give the hand quotations, this fact will be recorded by the board of officers in their proceedings.
- 8.9.5 The board of officers will decide on waiver of EMD & SD for board purchases. The board also has full powers to hold negotiations.
- 8.9.6 Simpler terms and conditions (similar to Appendix 3 of this manual for goods procurement) are to be used for purchase through board of officers to enable efficient functioning of this procurement method if the cost estimate is below Rs. 10 lakh. In all other cases, terms and conditions will be decided according to cost estimate.
- 8.9.7 In case petty items like socks covered under kits & liveries are being procured through board of officers due to the reasons that the indenter is not able to give firmed up detailed specifications (necessitating on the spot decision based on the availability in the market), then, in such cases, items of reputed brands should be purchased as far as possible. Further, wherever necessary quality check of these items should be ensured by the work centre itself, under consultation with QAD, rather than depending on self-certification by bidders.
- 8.9.8 The board of officers will, if necessary, be authorised to make purchases from market on cash basis.

## 8.10 Emergency purchase

(MM/05/2015 dated 01.06.2015)



8.10.1 Emergency purchase (including hiring of services on emergency), directly by user department without reference to Purchase Wing (including items indicated under para 1.3.1 and 1.3.2 which are procured centrally by Corporate MM, Delhi) shall be resorted in the situations of emergencies - like flood, fire, civil disturbances, war, cyclones, blow out & fire, operational break down or likelihood of operational breakdown where it is necessary to restore normalcy of equipment, machinery or vehicles and the urgency does not permit following the normal methods of purchases. In such cases standard terms & conditions of tender documents may not be applied.

Special Emergency purchase in case of blow out is delegated as per actuals to L-1, subject to conditions stipulated at BDP Chapter 25.1.

8.10.2 Detailed justification for resorting to such emergency purchases should be recorded at the time of processing the proposal for approval of competent authority as per powers delegated under BDP.

8.10.3 Reporting of single tender cases on nomination basis would be done as per the provision contained in this Manual and instructions issued from time to time.

8.10.4 Quantity to be purchased shall be restricted to the minimum essential and the purchase shall be accounted for immediately by submitting Pre-receipted indent along with the Inspection Report, Invoice, Delivery Challan and Purchase Order, to the Materials Management (Stock) for raising GRV.

8.10.5 Concerned Indentor / User department shall ensure sufficient stock of critical spares and the materials for which repeated emergency purchases have been made, by following normal methods of purchase through MM department.

8.10.6 MM department in all work centers need to ensure that the items purchased under emergency purchase are issued and certified by user that they have been put in utilisation. Delay in consumption of such items, if any, are to be apprised by the concerned Key executive. to Director-I/c MM, with reasons.

## **8.11 Expression of Interest(EOI)**

8.11.1 This method shall be used when the indenting group is not reasonably sure on the specifications/scope of work/source of supply and would like to take the help of prospective bidders in finalizing the same. Approval of the concerned L-1 would be required for resorting to EOI route. EOI is not a tender and shall be used by User group to explore market conditions

8.11.2 Identification of likely Sources

8.11.2.1 Enquiry for seeking 'Expression of Interest' from bidders should be published in at least one national daily and the ONGC tender web site. The web site address should also be given in the advertisements. Enquiry for seeking Expression of Interest should include in brief, the broad scope of work or service, inputs to be provided by ONGC, eligibility and the pre-qualification criteria to be met by the bidder and bidder's past experience in similar work or service.

8.11.2.2 The bidders may be asked to send their comments on the objectives and scope of the work or service projected in the enquiry. Adequate time should be allowed for getting responses from interested bidders.

### 8.11.3 EOI Document

8.11.3.1 ONGC shall prepare an EOI document. The EOI document shall contain following information:

(i) Invitation to EOI: It shall include a copy of the advertisement whereby bidders are invited to submit their EOI.

(ii) Brief about objectives and scope of work: This may include brief description about objective of carrying out the assignment, broad scope of work and expected deliverables of the assignment. This may also include the place of execution of the assignment.

(iii) Instructions to the Bidders: It may include instructions regarding nature of job; submission requirement; requirement of bid processing fees; if any; last date of submission; place of submission; and any related instruction.

(iv) Formats for submission. This section shall specify the format in which the bidders are expected to submit their EOI.

## **9 System of tendering**

### **9.1 Two bid system**

- 9.1.1 Two Bid system will be compulsory for all the tenders pertaining to procurements / works valuing above Rs.10 lakhs except cases pertaining to OEM/ OES/ PAC/ Single Tender Nomination.
- 9.1.2 Under Two Bid System the bidders will be asked to submit 'Techno-commercial' and 'Price' bids separately in sealed cover duly super scribed and both the offers placed in one single sealed cover, at a central place. For this purpose, suitable labels in different covers will be provided with the bidding documents.
- 9.1.3 The techno-commercial bids will be opened first and scrutinised by Tender Committee.
- 9.1.4 After the short listing of techno-commercially acceptable bidders all such bidders will be notified (by fastest mode like fax/ company's official e-mail, if any indicated in the offer, followed by registered or speed post) of the date of opening of priced bids in public, allowing a period of not exceeding 5 working days, depending upon the urgency of requirement and location of bidders, so as to enable such bidders to participate in tender opening, if they so like. In order to facilitate the bidders to know the details of other bidders short-listed for opening of price bids, besides mentioning the date, time and venue of the price bid opening, the names and particulars of all the bidders being invited to participate in the price bid opening should also be indicated in one common letter which should be addressed to all the bidders who have been short-listed for price bid opening. For this purpose, identified fax/ official e-mail of the firm indicated in the offer is to be used, The priced bids will be opened by Tender Opening Officers who are already detailed for opening of tenders as per provisions of para 12.24 of the Manual. For item/group-wise tenders, price bids should be sealed individually for items/groups and placed within the final price bid envelope submitted.
- 9.1.5 Price bids, which remain, unopened with ONGC, are to be returned to the concerned bidders within a period of 5 working days of receipt of Performance Guarantee Bond (s) from the successful bidder (s).

### **9.2 Single bid system**

- 9.2.1 Single Bid system shall be followed for all the tenders pertaining to procurements / works/ SERVICES valuing upto Rs.10 lakhs except cases where QCBS methodology of tender evaluation is used.

## 10 Tender related officers and committees

### 10.1 Formation of Tender Committee and its monetary limits

(MM/04/2015 dated 28.04.2015)

(MM/10/2016 dated 23.03.2016)

10.1.1 No Tender Committee will be held for cases valuing upto Rs.10.00 Lakhs. All nomination cases irrespective of value and all procurement cases (including finalization of Rate Contracts), valuing above Rs.10.00 Lakhs, will be referred to Tender Committee. However, irrespective of the value of case, TC is not required for placement of orders against DGS&D, NICS I and ONGC rate contracts and also for emergency purchase under chapter 25 of BDP. Tender Committee is also not required for OEM/OES cases upto Rs 10 lacs.

TC is also required to be held for carrying out price negotiations (if applicable) with bidders in all cases, irrespective of the value of the case.

10.1.2 Immediately on receipt of bids in a tender, each member of the Tender Committee shall in the first Tender Committee itself give an undertaking (as per proforma enclosed at Appendix 2 that he/she does not have any personal interest in the Companies/Agencies participating in the tender process and that any change in status resulting in creation of personal interest during tender processing shall also be declared by the concerned members of Tender Committee, as and when it arises during tender processing.

### 10.2 Convening of tender committee

10.2.1 The concerned Materials Management/Tender processing Group will convene the tender committee.

10.2.2 <Applicable after IT infrastructure is available>Tender committee meetings will happen virtually over video conference whenever possible in order to avoid hassle of convening all members in one location. Also, all briefs and documents will be available online and any approvals/recommendations of Tender committee can be done online.

10.2.3 Tender committee meetings will be convened in the office of department responsible for processing of tenders.

### 10.3 Brief for and level of tender committee

10.3.1 Constitution of Tender Committee:

The following levels of MM & Finance officers and indenting Depts. shall form part of the Tender Committees:

Sl. No.	CPA (As per BDP)	Level Of from MM	Rep.	Level of rep. from Finance	Level of rep. from Indentor
1	Level-1 and above	I/c MM		I/c Finance	L2

2	Level-2	Second Level MM	Second Level Finance	L3
3	Level-3	Third Level MM	Third Level Finance	L4
4	Level-4/E5 Tender value > Rs 25 Lakh	E4	E4	E4
	Tender Value upto Rs 25 Lakh	E3	E3	E3

**Note:**

- (i) For cases where CPAs are Level-2 to Level-4 executives, I/s MM, I/c Finance and L2 of indenting dept. shall nominate the TC representative of respective depts.
- (ii) 2<sup>nd</sup> and 3<sup>rd</sup> Level Officers from Finance and MM Deptt shall be identified by I/c Finance, I/c MM respectively with the approval of concerned Level I Executive.
- (iii) For cases processed by Departments other than MM and indenting deptt. representative of tender processing group shall be of the same level as of the representative of the Indenting Department.
- (iv) The level of TC and CPA will be with reference to sanction value or tender value whichever is higher. However, after opening the price bids, if the evaluated price of lowest bid / bids is higher than the tender value and the tender accepting power is not within the power of original CPA, then the CPA and TC level will be raised to appropriate higher level.
- (v) If the required level of TC member is not posted/ not in station (on leave/tour) at a work centre then the TC member will be of the next lower level available and /or as nominated by the Tender accepting authority. Level-I shall have full powers in such cases.
- (vi) In case of turnkey projects wherever indenter is not end user and requirement is for use within the work centre then end user will also be a member of tender committee.
- (vii) For items/services under centralised procurement, officers posted in Technical cell attached with the respective set-up for centralised procurement shall carry out the Technical evaluation and also can be TC members as representatives of Indenting Depts. However, due to technical complexity of the item/service being procured, if In-charge of the Technical cell feels necessary, he can put up the case to the respective Chief of Services/concerned Head of the Depts. for Technical comments and can also co-opt a representative of the concerned Service as a member of the TC with the approval of the respective Chief of Service/Head of the

concerned Depts.

- (viii) For all other items/services also, TC will continue to have only three members. Wherever Indenting department and User department(s) are different, depending on technical complexity of the item/service being procured, Indenting Department can co-opt for having a representative from User department also in the TC.

(MM/04/2015 dated 28.04.2015)

- (ix) For OEM/OES/PAC cases where tender value is upto 5% / 1% of open tender acceptance powers of Level-1 executive, TC is to be held at L-3/ L-4 level (from indenter side) respectively. For nomination cases falling under para -24.1 (e) of the BDP 2015, where tender value is upto 1% of open tender acceptance powers of L-1 executive, TC should be held at L-3 level (from indenter side). In such cases, TC recommendations shall be put upto CPA (Level-1 executive) for approval through Level-2 executive of Indenting department.

10.3.2 The concerned dealing officer will prepare brief for perusal of all members of Tender Committee wherein complete details of case will be brought out. Such a brief, duly signed/submitted online, will be given to members of Tender Committee well in advance of the meeting. This will, however, in no way, dilute the responsibilities of the tender committee.

#### **10.4 Evaluation of bids by tender committee and preparation of tender committee proceedings**

10.4.1 Tender Committee will examine the bids to prepare its recommendations for submission to the authority competent to accept the tender. Where a higher bid is recommended under exceptional circumstances adequate reasons in support of recommendation will be recorded

10.4.2 It will be ensured by all TC members that Tender Committee proceedings are signed/digitally approved immediately on completion of the meeting, not exceeding 3 days from the date of the meeting.

Bids should be evaluated strictly in accordance with the BEC and tender conditions without allowing any relaxation.

10.4.3 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder in another language should be accompanied by an accurate translation of the relevant passages in English, in such case ONGC should not merely rely on the translated version but also get the document (s) translated on its own to rule out irregularities in translated version submitted by the bidder. .

10.4.5 Processing of bids would be finalized as per the stipulated time schedule however in case finalization of bids has taken more time than the proper delay analysis would be done by tender committee.

## **10.5 Acceptance of recommendations of tender committee**

10.5.1 <Applicable after IT infrastructure is available>All recommendations/briefs of the tender committee will be available for viewing by competent purchase authority online and approval by competent purchase authority will be done online in the system.

10.5.2 <Applicable after IT infrastructure is available>Any parallel physical files and approvals thereof will not be considered valid and should not be maintained.

10.5.3 Competent Purchase Authority can either approve or disapprove the recommendations of TC or give written directives for reconsideration of its recommendations.

(MM/10/2016 dated 23.03.2016)

10.5.4 Determination of CPA in following scenarios; (i) in cases where TC member becomes CPA by virtue of becoming officiating CPA due to original CPA being on tour/leave and (ii) when the TC member becomes CPA on promotion/elevation, and the recommendation of TC was still to be accepted.

In case of scenario at (i) above, such recommendations, if time permits may be put up to the original CPA after his joining.

In cases of scenario at (ii) above and also when the time does not permit for action as envisaged in the scenario at (i) above, TC recommendations should be sent to one level higher authority than the original CPA for acceptance. However, concerned Director shall have full and final powers.

## **10.6 Executive Procurement Committee**

10.6.1 Proposals to Executive Procurement Committee (EPC)

- a. Issue relating to any major modification in the Materials Management policy of ONGC may be referred to the Executive Procurement Committee (EPC) [consisting of full time Directors as members and CMD as Chairman of the Committee] for its advice / decision. However, before reference to EPC is made, endorsement of Director In-charge (MM) will be obtained.
- b. In all cases exceeding powers of Director, after price evaluation of short-listed bidders, purchase approval of Executive Procurement Committee (EPC) will be obtained, after endorsement by Director – in charge.
- c. Approval of EPC will also be necessary for cases involving enhancement in contract/ target value, falling beyond the powers of Director as per BDP item no. 22.4.iii,. However, all endeavours should be made to avoid such situations.
- d. Submission of fait-accomplis cases to EPC for approval should be avoided As soon as it becomes evident that a contract which was estimated within Director Level powers is likely to exceed in value, a

proposal should immediately be submitted to EPC for approval without waiting until the value actually exceeds this limit. Although it is felt that such eventualities should occur only in exceptional cases, where ever such situation arise, the work center must ensure that :-

- (i) There is no drastic/major change in scope of work.
  - (ii) Proper budget and expenditure sanction is available.
- e. Agenda brief of all EPC proposals against a tender must begin with information regarding compliance to tender initiation/tendering/processing time norms supported by reasons for delay (if delayed) and chronology of events.
- f. Agenda brief for submission to EPC should be complete in all respects, strictly in accordance with the provisions of MM Manual and the instructions issued from time to time on the subject, covering all critical issues and important aspects in brief; viz. (i) Chronology of Tender processing and justification for delay, if any, (ii) Sanction/estimation, Justification for nomination & BEC approval details, (iii) BEC compliance information of short listed bidders and Reasons for rejection of bids, if any (iv) Price evaluation and reasonability of prices(v) Representations received, if any etc.
- g. A Top Sheet signed by concerned Key Executive containing the following information, should be submitted along with agenda brief:
- (i) Subject
  - (ii) Tender Committee Members
  - (iii) Officer giving financial concurrence
  - (iv) Concerned Key Executive endorsing proposal
  - (v) Concerned Director endorsing proposal
  - (vi) Any deviation from existing BDP & MM Manual provisions.
  - (vii) Any deviation from standard BEC
  - (viii) LPR, if any:
  - (ix) Any extensions:
  - (x) Whether all procedural, technical, financial & commercial aspects adhered to:
  - (xi) Status of past contract, if any:



- (xii) A certificate from the Tender Committee members that all procedural aspects have been taken care of while formulating the recommendations
  - (xiii) A certificate from the Tender Committee-members that the prevailing CVC guidelines have been complied with at every stage of tender processing including the final recommendations for award of contract, if any,
  - (xiv) Recommendations of the Tender Committee having the financial concurrence of the head of Finance of the Asset/Basin etc. and the endorsement of the concerned Key executive.
- h. The proposals to EPC should have endorsement of the concerned functional Director.
  - i. Proposals with respect to BEC should be referred to EPC only in case of any deviation/departure from last approved / standard BEC, policy and specific instructions, indicating only the changes/modifications sought in BEC with respect to said deviations, with proper justification.
  - j. The presentation of the case/proposal in the EPC meeting should be done by the concerned Key Executive who should come prepared to present the details along with all relevant documents/flies related to the tender/proposal.
  - k. The agenda brief for EPC should be sent to EPC Cell well before the expiry of validities keeping in view that sufficient time is available to the EPC Cell for examination of the case.
  - l. Over rushing proposals in the eleventh hour and tabling the agenda brief directly in the meeting without routing through EPC Cell should be avoided. Only in case of urgencies, the concerned Director may forward the agenda brief to EPC Cell for tabling the proposal in the next scheduled meeting & circulation on urgency basis recording the reasons for such urgency.
  - m. All EPC level cases requiring Legal clearance/opinion should be submitted for consideration to EPC, only after obtaining Legal clearance/opinion from Chief-Legal Services, Corporate.
  - n. Vital and critical issues should be properly deliberated by Tender Committee and highlighted such issues should be deliberated in the body of the main EPC agenda and same should not be simply annexed as Annexures/Exhibits, which are meant for cross reference purpose.
  - o. Agenda briefs being submitted to EPC should be compact, to the point, self contained and containing only the specific and relevant issue(s), which require consideration and approval of EPC. With a view to reduce the bulky volume of the agenda briefs, following guidelines should be meticulously followed:

- (i) Entire TC proceedings are not to be enclosed. Instead, only the copy of the last TC proceedings bearing endorsement of Director should be enclosed.
  - (ii) Pre-bid Minutes are not required to be enclosed.
  - (iii) Techno-commercial evaluation chart is not required to be enclosed. However, price Comparative Statement vetted by Finance should be enclosed
  - (iv) Technical and commercial Matrix is not required to be enclosed.
  - (v) Detailed Techno-commercial evaluation is not required to be enclosed. However, detailed reasons for rejection of TNA/CNA bidders are to be mentioned.
  - (vi) Entire contract document should not be enclosed. In case any reference is required in the agenda, only the relevant clause/page/portion of the contract should be enclosed. Similarly, in case reference of any EPC Record Note/EC/Board Minutes is required, only the relevant page(s) of the same are to be enclosed.
  - (vii) Correspondences with the bidders during evaluation stage are not required to be enclosed.
  - (viii) All pages in the agenda brief should be numbered and all enclosures should be properly indexed.
- p. For cases requiring approval for changes in BEC, the agenda brief should bring out brief background of the case and reasons/justifications for the changes.
  - q. For cases requiring approval for award of contract, the agenda brief must bring out the salient features of the case, reasons for rejection of bids, reasonability of rates and specific recommendations for which approval of EPC is required. Further, guidelines issued by PMC, regarding submission of agenda briefs to EPC, should be followed.
  - r. Before submission of agenda brief to EPC Cell, all the financial implications involved in the case should be very carefully examined and it should be ensured that all other contents of the agenda are error free.
  - s. Normally cases should not be submitted to EPC for appraisal. However, in exceptional cases where concerned Director desires that proposal is required to be submitted to EPC for appraisal, instead of submitting a bulky agenda brief, only one page brief description of the case and the reason as to why the case is required to be submitted to EPC for appraisal.
  - t. The EPC will meet regularly depending upon number of cases to be considered. For EPC meetings, while all functional Directors are envisaged to participate, due to exigencies of work if some Director(s) is

/ are not present, minimum quorum consisting of CMD, concerned Director, Director In-charge (MM) and Director (Finance) may consider and approve the proposal(s). For EPC meeting, self explanatory brief to be available online, duly signed online by the Tender Committee members (Chief of Materials, in case of Policy issues) along with relevant documents will be sent to EPC Cell for examination through concerned Asset Manager / Basin Manager / Chief of Services / Head of Institutes / Regions for cases at Assets / Basins, etc [Director In-charge (MM) for policy matters]. The concerned Asset Managers / Basin Managers / Chiefs of Services / Head of Institutes / Regions for cases at Assets / Basins / Services / Institutes should obtain the concurrence (online subject to IT enablement) of the respective Head of Finance (if the Head is already not a member of the tender committee) and endorsement (online) of the concerned Director before sending the agenda brief to EPC. The brief should be available online well in advance before the expiry of validities keeping in view that sufficient time is available to the EPC Cell for examination of case. EPC Cell will examine the proposal(s) and seek clarification(s) from the concerned work centre(s) wherever considered necessary. A copy of brief will be circulated by EPC Cell to all members of EPC as well as to CMD, ONGC for perusal. The EPC Cell will take action as indicated in clause 10.6.2 below.

#### 10.6.2 Minutes of discussion of Executive Procurement Committee

- a. The Executive Procurement Committee Cell will circulate amongst EPC members a copy of agenda brief and after discussions of the case in the meeting, will prepare draft record note of the Executive Procurement Committee meeting (within 3 working days if summary is not to be prepared and 5 working days if summary is to be prepared) and circulate, with approval of Director Concerned, the same to all the EPC members for their comments. Comments if any, are to be given by EPC Members on the draft Record Note to the EPC Cell within one working day and that Saturday will be treated as working day for this purpose. The draft Record Note will be modified by EPC cell based on the comments received from EPC members and thereafter, the final draft will be submitted to CMD for approval through the concerned Director and Director (Finance). Upon approval of the Record Note by CMD, EPC cell will forward the approved Record Note to all the EPC members and also to the concerned work centre for taking further action. However, the present practice of issue of the summary of EPC decision with the approval of concerned Director, will remain unaltered, based on the discussions in EPC meeting.

In case of urgency, EPC meeting can be held in the absence of CMD who would authorize the senior most Director (other than the Director concerned whose proposal is under consideration) to Chair the meeting in his absence. The Draft Record notes will be put up to the Director who chaired the EPC meeting for his consideration and approval. However, the Record Note of discussion of such EPC meeting(s) will be put up to

CMD for information. Similarly, in case Director concerned is unable to attend the EPC meeting, he may request another functional Director to represent him in the EPC meeting for the case.

## **11 Bid package creation**

### **11.1 Finalisation of Bid Evaluation Criteria (BEC) and floating of tender**

#### 11.1.1 Clauses only applicable for Works

11.1.1.1 In case of LSTK works, on receipt of administrative approval and expenditure sanction, the concerned tender processing group comprising of officers from MM, finance and from concerned project shall be formed. This group shall start preparation of the bid document for tendering based on scope of work, technical conditions, project execution methodology (containing key dates and details for tendering and execution of the project), specifications, cost estimates etc. forwarded after due approval from competent authority. Respective chief of engineering services/Level-1 officer shall issue guidelines on the roles and activities of the tender processing group for smooth project execution.

11.1.1.2 Whereas all the formats have their respective importance, however the most important of these is the, Proforma for price schedule, which shall be carefully prepared and scrutinized.

11.1.1.3 In the case of LSTK/EPC tenders, where the contractor is responsible for the detailed engineering, the technical bid package and the estimates shall be approved by Head Design Offshore/Onshore and Head institutes for projects to be undertaken with in house consultancy. Wherever external consultants are engaged, such approvals shall be accorded by Level II officer of the project execution group.

(MM/10/2016 dated 23.03.2016)

#### 11.1.2 [Clauses applicable for goods, services and LSTK contracts.](#)

11.1.2.1 The tendering process at the Assets / Basins / Institutes / Hqrs should commence with the availability of budget and detailed indent raised by the indenting department giving specifications and technical BEC along with cost estimates, prior approval in case of nomination or limited tender and the financial sanctions. The Competent Purchase Authority of the tender (on recommendations of the Tender Committee) will approve the BEC and special technical and commercial terms and conditions in the following context:

- a. Induction of latest and appropriate technology
- b. Competitiveness,
- c. Lessons / experiences of the past tenders / contracts.

(MM/10/2016 dated 23.03.2016)

11.1.2.2 The Competent Purchase Authority will record the reasons for deviating, if any, from the normal tendering procedure spelt out in paras 8.2 and 8.4 of this MM Manual.

Concerned Director shall have full powers, including for the cases falling under the powers of EPC.

11.1.2.3 Various tender clauses pertaining to job requirements/specifications and delivery period/completion schedule etc. should not be restrictive in nature and should be broad based so as to generate competition. Similarly, the BEC should also not be restrictive in nature and should be broad based.

11.1.2.4 The requirements which cannot be executed individually by most of the contractors should not be clubbed unless it is necessary to have single point responsibility. In cases where different categories of works, services/purchases which are of similar nature but not of same description/specifications are clubbed in the same tender, suitable provisions should be kept in the BEC for category-wise techno-commercial and price evaluation.

11.1.2.5 Wherever samples are required from bidders, the criteria for evaluation of samples will be clearly spelt out in the BEC. The selection of samples should not be on feel basis.

11.1.2.6 Utmost attention in formulating BEC should be paid so that the ultimate objective of purchasing function, i.e. purchasing the required materials/services as per required specifications, delivery schedule at most competitive possible prices, is met. BECs should be firm / standardized. BEC revision must be done only by exception, based on cogent and transparent justification. BEC in general should have evaluation criteria (Quality - Technical, Commercial [Purely rejection criteria in L-1 method and scoring criteria in QCBS] as well as price) and a clear evaluation methodology for determining the winning bid. In all cases, the Bid Evaluation Criteria (BEC) along with the Matrix will be brought before the Competent Purchase Authority for approval. Wherever the last BEC approved by EPC / CPA is proposed to be used for the next tender, there is no need to obtain repeat approval of the BEC (changes that may be necessary due to fresh guidelines issued by PMC will not necessitate approval). In case, some particular clause is proposed to be modified, then the existing clause and proposed modification along with the reasons for modifying the clause should only be submitted to the CPA while seeking approval of the BEC. Also Work Centers should desist from proposing changes in the general terms and conditions of the tender.

11.1.2.7 Where the concerned purchasing centre anticipates that bidders may take some exceptions/deviations to the BEC/specifications and other tender conditions (regarding which a view can be taken by the tender committee formulating BEC), pre-bid conference should be held as per provisions Manual and issues sorted with the prospective bidders and if required the bid document (including BEC) be suitably amended and intimated to all bidders well before opening of tenders, so that question-of exceptions/deviations after tender opening does not arise, and no changes are required after tender opening. However no change in BEC is allowed after opening of bids. Whenever any amendment to the BEC is necessitated, it should be ensured that modifications in the BEC are defined in clear, unambiguous and adequate manner.

11.1.2.8 Any proposal for change(s) in BEC should be put up with the following details:

11.1.2.9 Identified problems in existing BECs due to which changes are proposed.

11.1.2.10 Changes in technical specifications due to which BEC is required to be changed.

11.1.3 Such cases falling under the power of EPC will be approved by the concerned Director unless they are in conflict with existing policy/procedure/PMC instructions. However, any proposed provisions, which are in conflict with the existing policy/ procedure/ PMC instructions, will require approval of EPC.

(MM/12/2016 dated 13.04.2016)

11.1.4 CPA shall approve Short-listing of bids for price bid opening. During the evaluation process/clarification process, recommendation for acceptance/ rejection of bidder(s) shall also require the approval of Competent Purchase Authority. Concerned Director(s) will have full powers to approve short-listing of bidders for price bid opening for cases falling within their powers and for EPC level cases.

11.1.5 BEC (excluding the standard provisions), once approved by competent purchase authority for a particular tender can be reviewed / modified as a sequel to pre-bid conference. Wherever departure from BEC (excluding the standard provisions) is considered necessary (as a sequel to pre-bid conference), detailed reasons in tabular form are to be given (in the proposal for approval of competent purchase authority) indicating as to why such departure is considered necessary. It will specifically be indicated as to whether ONGC would entail any extra expenditure on account of the proposed changes in BEC and if so, analysis will also need to be given indicating the economic benefit in terms of improved efficiency or otherwise that would accrue to ONGC versus the extra expenditure involved due to modification in BEC. After this no change in BEC will be allowed.

Powers to approve modification / relaxation / departure from approved BEC, as a sequel to pre-bid conference (and not after opening of bids), will rest with Competent Purchase Authority. In this regard, Director concerned shall

have full powers including in EPC level cases, provided, such changes are not in conflict with the existing policy/ procedure/ PMC instructions.

- 11.1.6 While framing of BECs by the work centers in cases where standard BEC is not applicable/available, due care should be taken that BEC being framed by the work center should be absolutely clear in its intent and meaning. Non submission of any information/document by the bidder, which does not materially affect the bidder's capability and resources to successfully perform the contract, should not be included in the rejection criteria of the BEC.
- 11.1.7 As far as possible, for procurement of electronic products under various programmes/schemes including those for e-Governance, subscription to various programmes which do not have a registry in India like EPEAT, GREENPEACE etc., should not be included as essential eligibility criterion for domestic procurement.
- 11.1.8 In order to reduce administrative costs and for simplifying the procurement process, in the tenders for purchase of goods and services, bidders should be asked to quote for the full quantity of goods or services for each of the tendered item or category or group wherein the item or category or groups is being evaluated separately.

Bidders can however, be allowed to quote for part quantity of the tendered item/ category/ group, if this condition is incorporated in the tender document with specific approval from the CPA giving reasons thereof for the need for doing so. Further, if the items are critical and it is necessary to have more than one source, then specific provisions for splitting the supply shall be kept in BEC as brought out at para 14.2.5 In case the bidders are allowed to quote for part quantity, the bidders can submit EMD/ Bid Security according to the quantity offered (not exceeding the EMD / Bid Bond / Bid Security specified for entire tender). In such event, the amount of EMD/Bid Bond for part quantity must be indicated in Bid Evaluation Criteria.

## **11.2 Life cycle costing**

- 11.2.1 Evaluation of proposals for capital equipments based on life cycle costs will consider costs in acquisition, operations and decommissioning.
- 11.2.2 Applicability: Life cycle costing method of evaluation of proposals is suitable for long life cycle equipments with operations and decommissioning costs being a significant proportion of life cycle costs. Some examples of such items are Turbines, motors, Compressors. Generators etc.
- 11.2.3 Responsibility: Category managers (if present) will create the life cycle cost model for equipments. External consultants could also be used for one time creation of life cycle cost model for high spend capital equipment where category managers are not present. The model shall be vetted by Finance.



11.2.4 Life cycle costing helps in identification of most economic proposal and also consider high follow-up costs that might be involved. However, it will require additional time and data for evaluation.

11.2.5 Determination of life cycle costs would be done based on three time-related phases:

11.2.6 Acquisition:

Typical costs to be considered in acquisition are as follows:

- i. Landed cost inclusive of purchase price, duties and taxes, transportation costs
- ii. Commissioning cost (if variable between different equipment proposals)
- iii. Infrastructure cost (if variable between different equipment proposals)

11.2.7 Operation:

Typical costs to be considered in operations are as follows:

- i. Production cost inclusive of raw materials, labor, utilization
- ii. Maintenance costs including planned and unplanned

Indirect costs including downtime costs from planned maintenance and failure will also be considered. Also, any routine training costs will be considered.

11.2.8 Decommissioning:

Typical costs to be considered in this phase are as follows:

- i. Deconstruction
- ii. Recycling/Disposal
- iii. Salvage value (net revenue)

11.2.8.1 While acquisition costs are easier to calculate, data needs to be captured on operation/decommissioning costs involved for all types of makes for different capital equipments so we have a detailed internal database for the same. The indentors will be expected to feed in data in predetermined format (finalized based on life cycle cost model chosen) and on a periodic basis.

11.2.8.2 Award of contract will be based on the lowest life cycle cost and will preferably using L-1 selection if data on all relevant costs are available from internal database. QCBS can be used if proxies have to be used for certain key costs for which data is not directly available from internal database.

If a new bidder submits a bid and data from that bidder is not available in the internal database, then bidder will be asked to provide relevant data and evaluation will be done for the bidder, basis provided data. However, in case such bidder becomes the lowest Life cycle cost bidder, only 10% of the tendered quantity shall be awarded to the bidder. Rest of the quantity will be awarded to the lowest life cycle cost among bidders whose evaluation has been done basis past data available with ONGC.

Relevant provisions should be suitably incorporated in the tender document to ensure transparency to bidders.

11.2.8.3 Life cycle costs can also be used to determine the right contracting strategy where required to enter into annual maintenance contracts or rate contracts for spares to allow evaluation of proposals on actual costs rather than past/projected data from vendors or internal database.

11.2.8.4 Evaluation on life cycle cost basis should clearly laid in the bid evaluation criteria to ensure transparency to bidders except in cases where optimization of life cycle cost is achieved purely through contracting strategy.

### **11.3 Quality and Cost based selection**

11.3.1 QCBS uses a competitive process among firms that takes into account the quality and the cost of the proposal in the selection of the successful firm.

11.3.2 Procurement types have to be classified into one of three categories to assign relative Weightage for quality and cost:

- a. Regular/Routine: Characterized by low degree of technical influence; Weightage (Technical: Price) - 0:100 to 20:80
- b. Specialized: Characterized by high degree of technical influence and low value impact of tender; Weightage (Technical: Price) - 50:50 to 60:40
- c. Critical: Characterized by high degree of technical influence and high value impact of tender; Weightage (Technical: Price) - 70:30 to 100:0
- d. where degree of technical influence is determined by multi-disciplinary team based on
  - i. Importance of Technical competence
    - Certifications
    - Product/service conformance to norms/specs
    - Expected life time (if applicable)
    - Importance of experience of firm or key personnel (as applicable)

- ii. Importance of Service levels
  - Timely delivery
  - Lead time
  - Warranty and support experience
  - Support coverage

- iii. Degree of differentiation of offerings
  - Technological similarity of offerings
  - Functional Substitutability of competing offerings

Value impact of tender will also be determined by multi-disciplinary team and will reflect the net present value of benefits expected from executing the tender. Multi-disciplinary team not below E-5/E-6 level duly constituted by the Key Executive shall consist of members from Indenting, MM/Category manager, Finance and end user if indenter is not the end user. In case of projects, calculations done for feasibility report can be leveraged to determine the same.

- 11.3.3 Approval for implementing QCBS for a category of items will need to be obtained from the EC. Relative weightage and template for QCBS evaluation are to be decided by Multi-disciplinary team for the tender which will be approved by EC for first time procurement of Goods/Services/LSTK Project. For subsequent tenders, if no changes in parameters of QCBS are made then the same template can be followed with approval of CPA. Concerned Director will have full powers for EPC level cases.
- 11.3.4 Bid package: The evaluation criteria based on Concerned Director's decision on relative Weightage of cost and quality along with criteria and weightage of quality related parameters need to be clearly mentioned in the BEC.

(MM/12/2016 dated 13.04.2016)

- 11.3.5 Tender evaluation: The evaluation of the proposals shall be carried out in two stages: first the quality, and then the cost. Evaluators of techno-commercial proposals shall not have access to the price bids until the techno-commercial evaluation is concluded. Financial proposals shall be opened only thereafter based on Quality score and techno-commercial evaluation. Short listing of bidders for price bid opening shall be approved by Competent Purchase Authority. During the evaluation process/clarification process, recommendation for acceptance/rejection of bidder(s) shall also require the approval of Competent Purchase Authority. However, concerned Director will have full powers. The evaluation shall be carried out in full conformity with the provisions of the tender documents.

- a. Techno-commercial evaluation to be carried out by respective indenting officer and team including MM and finance for the received bids. All key criteria on quality are objectively scored and weighted as per Weightage described in the BEC of the bid.

The tender committee is authorized to seek any clarifications from bidders at this stage if necessary.

- b. Cost evaluation to be carried out as done under two bid open tenders and firms are given scores as per guidance provided in BEC with maximum score being provided to lowest bidder (L-1).

$$\text{Commercial Score} = (100 * L-1) / \text{Bidder's Price}$$

- 11.3.6 The contract shall be awarded to the vendor with the highest combined score calculated using the following formula.

$$\text{Combined Score} = (\text{Quality Score assigned to bidder} \times \text{Technical weight \%}) + (\text{Commercial Score assigned to bidder} \times \text{Commercial weight \%})$$

- 11.3.7 Rate reasonability: Rate reasonability is not required in QCBS methodology.

- 11.3.8 In case the bidder with highest combined score(referred as B1 below) cannot meet the full quantity of the tender, the bidder with the next highest combined score (or the bidder with highest technical score among the remaining bidders, as specified in the tender document) (referred as B2 below) will be asked to match the combined score of the bidder with highest score.

Combined score can be matched by the bidder B2 through reduction in price only as per the following formulae:

Target price to be matched =

100\*lowest price bid among all technically acceptable bidders

(Divided by)

((Difference between combined score of B1 and B2 / Commercial weightage \%)+Commercial score of B2 )

## **12 Bid invitation to bid receipt**

### **12.1 Invitation of tender**

#### 12.1.1 Coordination and bulking of demands for purpose of inviting tenders:

When dealing with indents, due attention should be paid to the combination and bulking of demands which will result in economy in purchase. Demands for materials received simultaneously from different indentors should be combined as far as possible while inviting tenders. Due regard should, however, be paid to delivery instructions given by the indentors. Demands which cannot be suitably combined with others for this or any other reasons should be dealt with separately.

### **12.2 Enquiry register** (Not applicable for e-procurement and open tender)

12.2.1 Every individual section dealing with purchases will maintain an enquiry register. A separate page for each enquiry will be allotted in that register.

12.2.2 In case of limited enquiries, the name of the firms to whom the enquiries will be addressed will be entered in that register. This will be signed by the concerned officer sending the enquiry.

(MM/10/2016 dated 23.03.2016)

### **12.3 Creation of RFQ and tender intimation to be sent to prospective bidders**

12.3.1.1 Tender intimations are sent to prospective bidders as soon as the information is received that the tender has been advertised. Officer not below E-1 are empowered for issue of tender documents (signing of RFQ). As far as possible RFQ should be created through the system prior to issuance of tender document, before bid closing date and time. In situations where it is not possible to do so, approval of I/c MM for cases dealt by MM and concerned L-II for cases dealt by other than MM with valid and justified reasons shall be obtained.

### **12.4 Submission of tenders for publication in press**

12.4.1 In case of open tenders, for publication of Invitation to Bid in press, a period of 7 days should be provided from the date it is sent for advertisement to the Corporate Communications. Various milestones of the tender (such as starting date of sale, last date for receipt of queries, pre-bid conference date, tender closing/opening date) should be specified in the Invitation to Bid after taking into account the likely date of publication of the Invitation to Bid. The closing date of sale will be the same as tender closing/opening date.

### **12.5 Time to be allowed to tenderers to quote**

12.5.1 Save in special cases which should be seen and approved by concerned Level-1 executive, the following period will be allowed to bidders for submitting their bids in Open Tenders:

Description of Activity	Tenders without Pre-bid conference	Tenders with pre bid conference
(i) Receipt of queries from bidders	....	21 days
(ii) Scrutinizing the queries and holding pre bid conference	....	7 days
(iii) Approval of Pre-bid minutes and issue of the same	....	8 days
(iv) Submission of offers and opening of techno-commercial offers(TBO)	21 days	21 days
<b>TOTAL</b>	21 days	57 days

Note:

(MM/06/2015 dated 23.06.2015)

(i) In LSTK contracts, an additional time of 30 days for "Process Platforms"/"GGS"/"CTF works"/"GCP"/"ETP"/"WTP" and 15 days for all other LSTK projects including "Well Platforms"/"Pipe Lines"/"Fire fighting"/other modification jobs shall be applicable for the activity iii above

(ii) In tender for procurement of Chemicals where bidders are required to obtain a sample test report of chemical from ONGC/ ONGC approved Lab in India and submit the same along with the bid, an additional time of 15 days shall be provided to bidders for submission of bids.

12.5.2 The above period is to be reckoned from the date of publication of Invitation to Bid in the news papers.

12.5.3 For limited tenders valuing upto Rs.10 Lakhs, a period of 21 days shall be given to the bidders for submission of offers, from the date of issue of tender enquiries.

## 12.6 Validity period

12.6.1 The bidders will be asked to keep their offers open as under:

- a. Limited tenders upto Rs.10 lakhs – 60 days
- b. Non EPC cases above Rs.10 lakhs – 90 days
- c. EPC level cases – 120 days

Note:

For any particular case, if longer bid validity period is considered necessary, than the validity period prescribed above, then the longer bid validity period can also be specified in the tender with the approval of CPA (Director concerned for EPC level cases), but due justifications for such longer bid validity required must be given while obtaining the approval. However, after specifying a reasonable time for bid validity period, the same must be adhered to.

- 12.6.2 It should be specified in all tender notices under Single Bid System that offers with lesser than the required validity will be straightway ignored. However, under Two Bid System no offer should be rejected on account of shorter validity. In Two Bid System, as soon as technical evaluation is completed, reference should be made to all bidders except those which are technically rejected, for furnishing validity, if required at that stage.

## **12.7 Invitation to Bid**

12.7.1 In regard to Invitation to bid, following points are to be kept in view:-

- a. The Invitation to bid will clearly indicate the place, date and time by which tenders will be received and the place, date and the time at which these will be opened. It will also provide a brief description of the tender along with details of tender number, tender fee and contract period.
- b. The time and venue of the pre-bid conference (if any envisaged) also must be clearly specified in the Invitation to Bid. The last date of receipt of clarifications for pre-bid conference will also be mentioned.
- c. Invitation to bid should include an instruction that bids sent by post or courier must be sent under registered cover so as to reach the place well before the closing time and date.
- d. All bids received by the notified closing date and time whether through the post or through the tender box, will be registered under the signature of the Tender Receiving Officer.
- e. Invitation to bid may be transmitted by fax or e-mail also, wherever required.
- f. Invitation to bid will indicate the date and time of the commencement of the sale of the tender.
- g. Invitation to bid will mention that bidders can download the tender from ONGC's tender website to participate in the tenders
- h. Invitation to bid will clearly mention the name and designation of the CPA, Tender receiving officer and leave reserve officer.
- i. In case of Invitation to bid pertaining to e-procurement tender it shall be mentioned that all the bidders have access to online help document which is available on login. This help document should be used by them for participating in e-procurement tenders

- 12.7.2 The tender inviting sections shall forward the Invitation to bid both in soft and hard copy to the concerned Corporate Communication. The Invitation to Bid must contain the official e-mail address of the tender inviting authority.
- 12.7.3 The Invitation to bid shall be countersigned by the controlling officer of the tender inviting authority to ensure that the Invitation to Bids in order and to avoid any corrections after its appearance on the web.
- 12.7.4 The complete set of bid documents shall be uploaded on tenders.ongc.co.in well in advance of the specified date for commencement of tender sale specified in NIT. The tender inviting authority will be responsible for ensuring the correctness of the content of the Invitation to Bid uploaded on the site.

~~(MM/04/2015 dated 28.04.2015)~~  
(MM/10/2016 dated 23.03.2016)

12.7.5 In case of physical tender (not published in e-portal), bidders will have to download the tender document within the time specified for tender closing/opening date and use the same for participating in the tender. The bidders downloading the tender document from the website should ensure to submit tender fee along with the bids to the tender inviting work centre before the deadline specified for submission of bids. The Bidders who intend to claim exemption from payment of tender fee, must furnish the documentary evidence along with bids.

## **12.8 Number of copies of offers to be called from bidders(Not applicable for e-procurement)**

- 12.8.1 Copies of bids will be called as under:
- a. Where in-house evaluation is involved - Copies in duplicate
  - b. Where bid evaluation is done by outside agency - Five Copies

## **12.9 Variation in quantity after invitation of tender**

- 12.9.1 Provisions will be made in all tender conditions for procurement of goods/services that ONGC is entitled to increase or decrease the quantities amongst any / all the items/services of the tender by not more than 20% (twenty percent). Any variations upto +/- 20% of the tendered quantity would be permissible before price bid opening.
- 12.9.2 In case there is an increase in the quantity beyond 20%, it would be essential to invite fresh tenders covering the total revised quantity so as to get the advantage of bulk discount in prices.



- 12.9.3 In case the reduction in quantities is more than 20%, confirmation from L-1 bidder would be obtained to supply at the quoted rates. On getting confirmation, order for the reduced quantity will be placed. If L-1 bidder does not agree, then tender would be re-invited.
- 12.9.4 ONGC may increase or decrease the quantities against any/all the items of the tender by not more than 20% (twenty percent) while placing the order of OEM spares.
- 12.9.5 In respect of centrally procured items, all Assets / Basins should properly plan, prepare well-wise requirement and based on latest stock position (in hand and pipeline), firm requirement by scheduling in a manner to avoid overstocking, should be indicated to Corporate-MM for procurement. Revision in requirement of items/quantities, if any for valid reasons, should be intimated to the Corporate-MM promptly prior to opening of price bids. Corporate-MM should ascertain that revision of quantities, if any, by Assets/Basins and if required carry out the exercise of variation in tendered quantities considering the latest stock position prior to opening of price bids

#### **12.10 Sale of bidding documents to firms with whom business has been banned / suspended**

- 12.10.1 It may be specified in INVITATION TO BID that firm(s) to whom no further business is to be given or dealings with whom have been banned / suspended are not eligible to participate in the tender and any bid received from such firm(s) shall not be considered and will be returned un-opened to the concerned firm(s) within a period of seven days from the due date of opening of tenders.

#### **12.11 Tender fee**

- 12.11.1 In case of procurement of items belonging to empanelled categories, tender fee is not applicable.
- 12.11.2 The tender fee will be acceptable in the form of crossed "Payee Account only" Bank Draft / Cashier's Cheque / Banker's Cheque drawn by Bank and valid for 90 days from the date of issue of the same or in the form of Indian Postal Orders payable to the ONGC. In case of e-tender, tender fee shall be payable as per methodology given in clause 27.
- 12.11.3 The IPOs / Bank Drafts / Cashier's Cheques / Banker's Cheques will be deposited and accounted for at the station where they are received and credited in the accounts there itself.
- 12.11.4 The following tender fees will be charged inclusive of taxes/VAT/Service Tax from the bidders:

Sl. No.	Estimated Value of tender	Procurement through National Competitive bidding (NCB) (in Rupees)	Procurement through Internationally competitive Bidding (ICB)	
			Tender Fee for domestic bidders (Rs.)	Tender fee for foreign bidders (US\$)
i)	For tender exceeding Rs.10.00 lakhs but not exceeding Rs.1.00 crore	500.00	6000.00	100.00
ii)	For tender exceeding Rs. 1.00 crore but not exceeding Rs.2.00 crores	500.00	12000.00	200.00
iii)	For tender exceeding Rs. 2.00 crores but not exceeding Rs.5.00 crores	1000.00	30000.00	500.00
iv)	For tender exceeding Rs. 5.00 crores	1000.00	60000.00	1000.00

## 12.12 Purchase of bidding documents by agents

12.12.1 Agents/ consultants/ retainers/ representative/ associate of foreign principals are not authorised to buy the bidding documents on behalf of their foreign principals. Offers made by agents/ consultants/ retainers/ representative/ associate of foreign principals will be outright rejected.

## 12.13 Refund of tender fee

(MM/04/2015 dated 28.04.2015)

(MM/10/2016 dated 23.03.2016)

12.13.1 The tender fee which is inclusive of taxes shall be refunded to the concerned bidder in the event, a particular tender is cancelled. In case of e-procurement tenders, wherever tender fee is required to be returned, refund of the same shall be made to the bank account No. / card used for making payment towards purchase of tender documents.

## **12.14 Exemption from payment of tender fee**

(MM/10/2016 dated 23.03.2016)

12.14.1 Micro and Small Enterprises (MSEs) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME who are themselves, manufacturer of the items/ provider of services, they intend to quote will be exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against ONGC tenders. The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Such bidders should provide documentary evidence along with the bid submitted in case of physical tenders. Their bid will be considered provided the correct and valid documentary evidence is provided.

## **12.15 Sale of bidding document**

12.15.1 The bidder should download the document from the website and submit the tender fees (inclusive of all taxes) along with the bid. The bidder can download the tender document till the time of bid submission.

12.15.2 In case the Bidder is exempted from the tender fees, bidder must also submit the forwarding letter along with the valid registration certificate containing the following:-

- a. Registration Authority
- b. Item for which Registered
- c. Monetary limit upto which Registered
- d. Validity of Registration

12.15.3 The condition "Offer sent without having the prescribed bidding document of ONGC and without complying with the terms and conditions of bidding document for submitting the offer, will be ignored straightway" will be inserted in all tender documents.

## **12.16 Tender register to be maintained at receipt of bids**

12.16.1 The following register should be maintained and presented by the Section concerned at the time of opening of bid. Both the Officers opening the tenders will sign in column 4 and 5 of the above register against the names of firms whose bids have been received.

Signature of Firm's representative (if by hand)	Sl. No. Allotted to each tender	No. Of samples received along with offer	Signature of Tender Opening Officers		Special Remarks of Tender Opening Officer, if any	Signature of Firm's representative(s) who attended tender opening
			Asstt. MM Officer/MM Officer	FAO/Asst. FAO		
1	2	3	4	5	6	7

Total No. of

- a) Envelopes received for opening from Tender Receiving Officer
- b) Samples received from Tender Receiving Officer.
- c) Samples received along with offers.

Total No. of:

- a) Tenders handed over to the Asstt./Officer concerned
- b) Samples handed over to the Asstt./Officer concerned
- c) Letter of Authority of the firm(s).

- 1) Tender Opening Officers' Signature
- 2) Signature of receiving Asstt./Officer

### **12.17 Pre-bid-conference (Wherever applicable)**

12.17.1 Pre-bid conference shall not be held in each and every case. However, Work Center may hold pre-bid conference in any case based on the need/justification for the same with the prior approval of concerned Level-1 officer for cases where CPA is Level-1 or below and of Director concerned for cases beyond the powers of concerned Level-1 officer. Proposal for holding pre-bid conference should be initiated preferably by the Indentor at the indenting stage. However, if a need for holding pre-bid conference is felt by the TC in its meeting held before invitation of the tender, then TC can also propose for holding of the pre-bid conference.

12.17.2 Wherever it is decided to hold pre-bid conference, in Invitation to Bid. Bidders should be advised to download the tender documents well in advance prior to the pre-bid conference date, providing sufficient time for response. It should also be indicated in NIT/bidding documents that all bidders who download bidding documents are invited to attend the pre-bid conference subject to payment of tender fee or obtaining exemption from payment of tender fee.. Failure to attend pre bid conference does not restrict the vendor from submitting the bid.

12.17.3 The date and venue of pre-bid conference should be clearly indicated in the Invitation to Bid and the bidding document. In the Invitation to Bid and bidding document as well as during the pre-bid conference, bidders should be advised that ONGC expects the bidders to comply with the tender specifications/conditions which have been frozen after pre-bid conference, and hence non-conforming bids will be rejected straightaway. The indenting officer from the User department (who has approved the specifications) is to chair pre-bid conference(s) with competent representative from concerned technical department (like E&C) and TC. If felt desirable, a legal officer may also be associated. It should be impressed upon the bidders to depute (for attending the pre-bid conference) representatives who can actively participate and contribute in the pre bid conference. In tenders for LSTK Projects, the representatives of proposed consortium members and / or sub-contractors and / or vendors be allowed to participate in the pre-bid conference along with the bidder.

12.17.4 The issues raised by the prospective bidders during the pre-bid conference will be examined in detail by the Tender Committee. If due to the points/doubts raised by the prospective bidders, tender specifications or any specific term(s), condition(s) which is not a part of "Standard Terms and Conditions of the Tender" needs to be modified, then the same will be considered for modification. However, if there are any points/issues, which have been raised by prospective bidders during the pre-bid conference but have not been resolved, then a second pre-bid conference will be held which will be attended by all the Tender Committee Members. In this pre-bid conference, Tender Committee Members would again try to clarify the doubts raised by the prospective bidders, with a view to ensure adequate participation.

All decisions to conduct second pre-bid conference needs to be approved by Director concerned

12.17.5 MM department/Tender Processing Group in association with the concerned technical department will prepare minutes of the pre-bid conference and obtain approval of the officer who chaired the pre-bid conference. Thereafter, in case no modifications are required in the BEC/specifications/scope of work/tender conditions, the bidder would be asked to submit their bids on due date and time. However, if, as a sequel to the pre-bid conference, modifications are required in the BEC and other tender conditions (excluding commercial conditions standardised by PMC), TC shall submit its recommendations for approval of the competent purchase authority (CPA) by providing detailed justification for agreeing to such modification(s). In this regard, Director concerned shall have full powers including in EPC level cases, provided, such changes are not in conflict with the existing policy/ procedure/ PMC instructions, However, in case of conflict requiring changes to existing policy/procedure/PMC instructions in all cases will require EPC approval. However, in case of change of specifications/scope of work as a sequel to pre-bid conference, necessary approval shall be obtained as per clause 34.1.

12.17.6 After obtaining such approval, these modifications should be made and communicated (through fastest mode of communication like fax or mail) prior to submission of bids with sufficient time to all the bidders to submit their bids; no change will be allowed thereafter. Whenever any amendment to the BEC/tender conditions is necessitated, it should be ensured that modifications in the BEC/tender conditions are defined in clear, unambiguous and adequate manner. The specifications/scope of work, tender terms and conditions are frozen after issuance of pre-bid minutes and hence thereafter no correspondence should be made with the bidders. However, due to compelling reasons, if it becomes unavoidable to enter into correspondence with the bidders even after issuance of pre-bid minutes, then the same can be done with the approval of the concerned Level-1 executive, giving detailed justification for the same. Further, such correspondence should be limited to clarifications only, without modifying any of the tender provisions. It should also be ensured that while issuing such clarifications, the same should be forwarded to all the bidders who have bought the tender documents

(MM/10/2016 dated 23.03.2016)

12.17.7 If as a sequel to the pre-bid conference or otherwise, if an important tender condition regarding scope of work/specifications/delivery period/mobilization period/completion period requires major modification then TC should deliberate the case and submit their recommendations to CPA(concerned Director shall have full powers)for extension of Bid submission/ opening date. In such situation, pre-bid conference would not be held again.

12.17.8 Whenever any changes in the Scope of Work or any other tender conditions are necessitated as a sequel to pre-bid conference or otherwise, financial implication of the same should be carefully examined, deliberated and properly recorded by the Tender Committee. Further, the cost implication of such changes should be taken into consideration for evaluation and ascertaining the reasonability of rates. In case variation is more than +/- 20% and where BEC is affected by cost estimate (example : experience criteria is linked to cost estimate), the BEC may also be suitably modified.

## **12.18 Receipt of tenders**

12.18.1 The tenders will be received as under:

- i. Directly being put in Tender Box by bidders.
- ii. Received by ordinary / regd. dak by Central Diary Section or Tender receiving officer
- iii. Handed over personally to Tender receiving officer or Central Diary Section by bidder(s) it being it not possible for them to put in tender box due to volume of the documents.
- iv. Through e-portal as described in e-procurement (clause 27)

12.18.2 The Receipt and Despatch (Central Diary) Section will maintain separate register for the bids received by them through post office / handed over to them personally by tenderers due to their voluminous size. Tender samples which cannot be dropped in Tender Box due to their voluminous size will also be received by In charge Diary Section or Tender receiving officer from the bidders. All Tenders and tender samples received by Diary Section will be recorded in this register. The Diary Section will put date and time of the receipt on each envelope of tender / sample and hand over the same on day to day basis to the Tender Receiving Officer before 14.00 hrs.(1600 hrs in Mumbai and Uran)(after obtaining his initials in acknowledgement of having received the same. In no circumstances the cover of tenders will be opened or destroyed by Diary Section. All late tenders on receipt will be handed over to the Section concerned on day to day basis for necessary action laid down as below:

12.18.2.1 All bids received after the notified time and date of closing of tenders will be treated as late tenders.

12.18.2.2 Unsolicited alterations or modifications of tenders received after the notified time and date of closing of the tenders shall not be entertained.

(MM/10/2016 dated 23.03.2016)

12.18.2.3 Late tenders, as defined in **12.18.2.1** above, shall not be considered. Such late tenders, after recording with the concerned Materials Management officer, will be returned un-opened to the concerned bidder(s) within a period of seven days from the due date of opening of tenders

12.18.2.4 Unsolicited offers will not be considered.

### **12.19 Tender box**

12.19.1 A Tender Box with suitable provision on its top for dropping tenders in it will be placed in Tender Opening Room / Office verandah.

12.19.2 The Tender Box will always be kept locked and sealed. Keys of Tender Box will be under the custody of Tender Receiving Officer.

### **12.20 Nomination of tender receiving / opening officer(s)**

12.20.1 An Officer of Materials Management/Tender processing group not below E-0 level will be nominated for receipt of tenders each month. In addition, one officer not below E-0 level each from Materials Management and Finance and Accounts Depts. will also be nominated for opening of tenders each month. Arrangements will also be made for nominating officers not below E-0 level as Leave Reserve for above purpose.

12.20.2 The names of the officers selected for a particular month for receipt and opening of tenders will be communicated to all concerned along with tender opening programme on the first day of the month, if not earlier.

## 12.21 Accounting of tenders

<not applicable for e-procurement>

- 12.21.1 Each Purchase Centre will have an almirah with clear designated space for each date. Key of this almirah will be under the custody of Tender Receiving Officer.
- 12.21.2 Tender Receiving Officer will take out at 14.00 hrs. (1600 hrs in Mumbai & Uran) on each working day all tenders / samples from Tender Box and will put dated initials on each envelope. Thereafter, the lock of Tender Box will be sealed. All these envelopes as well as envelopes received from Diary Section containing bidding documents / samples will be placed by him in their respective date bins of the Almirah provided for this purpose.
- 12.21.3 The Tender Receiving Officer will maintain numerical account of the tenders / samples taken from Tender Box as well as of the tenders / samples received by him from Diary Section on the format below:

Opening Balance		No. Of tender /samples received						Issued		Closing balance	
Tender	Sample	Through Diary Section		Tender Box		Total		Tender	Sample	Tender	Sample
		No. Of Tender	Sample	No. Of Tender	Samp les	No. Of tender	Sampl es				
1		2						3		4	

In addition, the Tender Receiving Officer will note down full particulars of each tender / sample received by him every day in a register to be maintained for this purpose. In this register, there will be one or more pages allotted for each tender notice and this will have the format below:-

Tender No..... Due date of Opening.....

Sl. No	Name of the party	No. Of envelopes received		Dt. Of receipt	Source of receipt		Initials
		Tender	Samples		Diary Section	Tender Box	
1	2	3		4	5		6



- 12.21.4 The tenders / samples received from different sources on different dates shall be entered in the above register. On the due date of opening, a line will be drawn at the end indicating thereby the total number of tenders / samples received against the tender notice in question. In the cases where no tender / sample has been received on a particular date, the Tender Receiving Officer will record the fact of non-receipt of any tender on the due date. The late tenders / samples received by Tender Receiving Officer from Tender Box shall also be entered in the above register after the closing entry of the timely received tenders / samples.
- 12.21.5 The Tender Opening Officers will put their signatures with date and time at the end of last entry of timely received tenders / samples in the Tender Receipt Register in token of their having taken over the tenders mentioned therein on the due date of opening. Late tenders / samples will be handed over by Tender Receiving Officer to the concerned Materials Management Officer after obtaining acknowledgement.

## **12.22 Opening of tenders**

- 12.22.1 The tenders can be opened on any working day. If any due date happens to be unscheduled holiday then next working day may be fixed.
- 12.22.2 Tenders are to be opened at 15.00 Hrs. (1700 hrs in Mumbai & Uran) on the day they are due to be opened. Even in board purchase bids should be opened by the member of the board in the presence of interested bidders. (whether bidders turn up or not on specified time and location for price bid opening, is their choice.

(MM/10/2016 dated 23.03.2016)

12.22.3 - Deleted -

- 12.22.4 The Tenders / bids will be opened by a team of two officers as per clause 12.21.

## **12.23 Numbering of tenders / disclosure of prices / reading out the rates**

### **12.23.1 Numbering of Tenders**

- a. The Tender Opening Officers will encircle the rates and terms and conditions and put their initials. If there is any cutting, overwriting or erasing that will also be stated and signed by both the officers. Total number of sheets in the bid will be mentioned on the first sheet of bid and all the sheets should be initialled by both the officers opening the bid and the bid will be given Serial number. As for example, if 7 bids have been received against one particular enquiry, then bids should be numbered as 1/7, 2/7 and so on. The bids which are received by post after due date should be marked 'Late' tender with No. 8/7 and so on. The samples received along with the tenders should also be signed by both the officers. If it is not possible to sign on the samples then those samples should be sealed with the label mentioning the name of the

firm. Name of the firm should invariably be recorded on the sample, if not given already.

- b. All envelopes are also to be retained on the record and these are to be initialled by both the officers authorised to open the tenders.
- c. The Section concerned whose tender is due on that particular date will be present at the time of opening of the tender with the tender register. Both Tender Opening Officers will sign the register against the name of the firms whose bids have been received. The summary/remark in respect of the offers received, as clause 12.17.1 above, shall be recorded by the tender opening officers, immediately following the entries made for the individual offers. Thereafter, the tender opening officers should make sure that no space/pages are left blank between the last entry of particular tender (which has been opening by them) and the starting page of the next tender (appearing in the register), by crossing out the blank space/pages with the remark "space/page cancelled" and should also initial on these pages.

#### 12.23.2 Reading out the rates:

- a. In the public opening, only the total prices or group-wise prices, if sought as per tender should be read out in addition to delivery schedule and major terms and conditions. Offer should not, repeat not, and be circulated amongst the bidders' representatives.

#### 12.23.3 Disclosure of prices

- a. Bids are to be treated as confidential documents and save at the time of public opening of tenders, prices quoted are not to be disclosed.

### 12.24 Opening of tenders

#### (MM/01/2015 dated 16.03.2015)

- 12.24.1 Tenders are to be opened at 15.00 Hrs. (1700 hrs in Mumbai & Uran) on the day they are due to be opened. Unless good and sufficient reasons exist (which must be recorded on the file) all bids (both techno-commercial and price bids), including bids for service contracts, estimated to cost Rs.1.00 Lakh and above, except for price bids of tenders with provision for Reverse Auction must as a rule be opened in the presence of bidders / authorized representatives of bidders.

(MM/10/2016 dated 23.03.2016)

- 12.24.2 The matrix for technical / techno-commercial / commercial must be worked out in advance (of opening of techno-commercial bids) by the Tender Committee (in cases exceeding Rs 10 lakhs) and approved by the Competent Purchase authority specified in clause 34.1 along with BEC. The matrix in which the bidders will be required to fill up the bid data will be designed objectively to cover all techno-commercial points of the tender required for evaluation and will be kept as a part of tender documents, for the bidders to fill up the same and submit along with offers. Bidders should be asked to indicate their compliance by clearly mentioning as “Confirmed” or “Not Confirmed”, to avoid any misinterpretation. Format for Bid matrix should also have provisions for indicating the reference/location (page No. / Annexure etc.) of the respective detail(s)/document(s) enclosed in the bid, so as to easily locate the same for tabulation.
- 12.24.3 Price bids are to be opened only for the qualified bidders and signed by the Tender Opening Officers immediately, in presence of the interested bidders. Respective dealing officers/dealing assistants shall tabulating the details in the matrix. It should be clarified in the Matrix relating to the priced bid opening that priced data reflected in the matrix will be as quoted by the bidders and subject to necessary correction based on detailed scrutiny of the priced bids. The Comparative Statement vetted by Finance will be the basis for taking the decision for placement of purchase order / award of contract. In case of QCBS, the comparative statement will include the scores.
- 12.24.4 The officers opening the tenders should verify that only bidders / authorised representatives of bidders who have actually submitted the bids are present. Unauthorised representatives (or representatives of firms who have not submitted the bid) should not be allowed to be present.

## **12.25 E-mail / fax offers**

- 12.25.1 E-mail/ FAX Offers will not be accepted. However, in OEM purchases from single source or where source of supply is pre-fixed, Fax / E-Mail offers may be considered provided such offers are followed by confirmatory copy within 15 days of the date of receipt of offer (The processing of bids can begin after approval by CPA without waiting for the confirmatory copy). However, in case of purchase from OEM or their authorized Dealers/Distributors/ Stockists on single tender basis, if they do not submit confirmatory copies even after persuasion then such E-mail/Fax offers may be considered with the approval of CPA under exceptional circumstances. For EPC level cases Director concerned shall have full power to approve consideration of such E-mail/Fax offers.

## **12.26 Extension of tender closing / opening date**

(MM/10/2016 dated 23.03.2016)

Extension of date of closing / opening of bids should be avoided as far as possible. However, where it is in-escapable (valid and justified reasons for

such extension should be recorded in writing), the competent purchase authority will be empowered for extension of date of closing / opening of bids, maximum upto two weeks. Officer one level above the competent purchase authority will approve any extension beyond two weeks. However, on the basis of TC recommendations, CPA shall have powers to approve extension of date of closing / opening of bids upto 4 weeks, as a consequence of interactions with prospective bidders during pre-bid conference. For Director/ EPC level cases, concerned Director will have full powers to approve extension of closing / opening date of bids.

However, in case extension in closing/ opening date of bid is required due to any policy guidelines as per clause no. 1.8.8, approval of CPA (L-1 has full powers) shall be obtained.

Requests for extension of tender closing / opening date, received on the date specified for the same, shall NOT be considered.

Tender sale will be correspondingly extended to match with date of extended tender closing / tender opening and sale shall close one hour prior to time of tender closing / opening. Approval for extension of tender sale will be taken at the time of approval for extension of tender closing / opening itself.

## **13 Tender Evaluation**

### **13.1 Technical comments/Technical evaluation report on offers**

- 13.1.1 In all cases where technical evaluation is involved, the offers shall be referred to the indentor and its comments put up to tender committee. In case of QCBS, scores for all parameters related to technical evaluation will also be sent by the indentor and put up to tender committee.
- 13.1.2 15(fifteen) days for LSTK/ 7 (Seven) days for every other purchases time will be allowed to Indentor / User to furnish the Technical Comments/ Technical evaluation report in case of two bid system. In case of LSTK projects by Offshore & Onshore Engineering Services, preparation of technical evaluation report should be completed within 15 days time and will be approved by Level II officer of design section within 3 days and forwarded to MM section through Head Works for holding the tender committee. It will be ensured by the User Depts. that comments are invariably furnished within specified time. Indentor / User will be fully responsible for the acceptability of the materials recommended for purchase.
- 13.1.3 The Indentor's/Technical representative of Tender Committee shall scrutinize the quotations (already forwarded to the technical section) and in case of QCBS the scores, in advance from the technical angle before attending the Tender Committee meeting.
- 13.1.4 The technical part of the comparative statement will be created along with the technical comments/technical evaluation report by the indentor
- 13.1.5 The role of the indentor will be performed by technical project group in the case of civil works.

### **13.2 Level for technical comments on offers**

- 13.2.1 In case of purchase of general nature of items such as bulbs, tubes and stationery, technical comments will not be necessary. In other cases, technical scrutiny and evaluation of offers will be done and comments thereon made at the level at which the tender committee in the case is to be held. In case the technical comments are provided by external consultants, the same should be endorsed by member of technical/user group at the level at which the tender committee in the case is to be held.

### **13.3 Comparative statement**

- 13.3.1 After all the quotations have been opened, these will be handed over to the Dealing asstt./Dealing officer concerned for making comparative statement.

(MM/04/2015 dated 28.04.2015)

- 13.3.2 All the bids received in respect of an enquiry or advertisement should be tabulated in the comparative statement (in the standard from (Appendix-15) prescribed for this purpose). In QCBS, the comparative statement will contain scores in both stages under 'Two bid' system. All details required will be entered in the statement. For the tenders invited under 'Two bid' system, Comparative Statement should be prepared at each stage (i.e. after opening of techno-commercial bid and price-bid) and the commercial part of the comparative statement at techno-commercial stage and the comparative statement at price bid stage will be duly vetted by Finance as per provisions under clause-13.3.8 and 13.3.10 below.
- 13.3.3 Every section will ensure that the comparative statement is prepared within shortest possible time, not exceeding 04 days of the receipt of the quotations after techno-commercial bid opening and not exceeding 03 days after price bid opening.
- 13.3.4 The commercial part of the comparative statement at techno-commercial stage as well as the comparative statement at price bid stage will be prepared and signed by the concerned Dealing Asstt ./ Dealing Officer of MM department.
- 13.3.5 At the techno-commercial evaluation stage, the comparative statement should be objectively prepared covering all the techno-commercial points of the tender required for evaluation. Compliances and non compliances and scores (in the case of QCBS) against all the requirements of BEC and the deviations / exceptions (if any) should be clearly spelt out in the comparative statement.
- 13.3.6 Documents available in public domain shall not be considered for qualification of bids.
- 13.3.7 At the price-bid evaluation stage, it should be ensured that the rates mentioned in the comparative statement are in one unit so that comparison can be made at a glance. The final evaluation prices and scores (in the case of QCBS) for each bidder should be worked out as per evaluation criteria and to be tabulated in the Comparative Statement, after taking into account all the charges / statutory levies, which are to be paid by ONGC.. While evaluating the bids, the closing B.C. Selling market rates of exchange declared by the State Bank of India on the day prior to the price bid opening will be taken into account for conversion of foreign currency into Indian Rupees.
- 13.3.8 The comparative statement will be checked and signed by the officer of Materials Management/Tender processing group and Finance for vetting(only for tenders exceeding the value of Rs.1,00,000.00 ) as per monetary limits indicated below before the same is submitted with details / due recommendations to Tender Committee / Competent Purchase Authority:

<b>Monetary Value</b>	<b>Level of Officers</b>
Upto Rs.15 lakhs	E 1 of MM/Finance/Tender Processing group
Above Rs.15 lakhs to Rs.75 lakhs	E 2 of MM/Finance/Tender Processing group
Above Rs.75 lakhs to Rs.150 lakhs	E 3 of MM/Finance/Tender Processing group
Above Rs.150 lakhs	E 4 of MM/Finance/Tender Processing group

- 13.3.9 The above check will be exercised by respective officers as far as possible. In the event an officer of the required level is not available, an Officer immediately next below level would exercise the check.
- 13.3.10 The comparative statement (commercial) will be checked by the associated Finance. The comparative statement (commercial) will invariably be vetted within shortest possible time, not exceeding 04 days of its receipt in Finance. Each page of the comparative statement will be initialled by both the Materials Management Officer and the Finance & Accounts Officer as per above Monetary limits.
- 13.3.11 In the cases where Tender Committee is required to be held, a copy of the Comparative Statement should be made available to the members of the Tender Committee at least 48 hours before the first meeting of the committee.
- 13.3.12 However, for subsequent meetings of Tender Committee, copy of CS and such details are not required to be sent to TC members in advance.

#### **13.4 Clarification from bidders after tender opening**

- 13.4.1 As a principle, clarifications from bidders after opening of tenders are to be avoided in single bid system and after price bid opening in two bid system.
- 13.4.2 At the techno-commercial bid evaluation stage (under two bid system) also, post tender clarifications should be avoided, as far as possible. In case implied clarifications / confirmations exist in the bid on the issues involved, work center may consider processing of the bid further on the basis of such implied confirmations.
- 13.4.3 However, in case after opening of un-priced techno-commercial bids, if it is observed that clarifications from the bidders on important techno-commercial aspects are necessary for enhancing competition in the tender, seeking confirmations from the bidders is allowed, on the issues where the bidder confirms compliance in the evaluation matrix and contradiction exists on the same issue due to lack of required supporting document in the bid (i.e. document is deficient or missing) or due to some statement at other place of the bid (i.e. re-confirmation of compliance) or vice-versa. The bid refers to un-priced bid in case of two bid system. Bidders should be asked to indicate their compliance in terms of works "Confirmed/Not Confirmed" to avoid any misinterpretation.

Accordingly, the following guidelines are provided to deal with various situations, irrespective of the number of clear TA/CA bids received against the tenders:

(i) Situation: Bidder has confirmed compliance in the evaluation matrix and given details in the bid, but either failed to enclose the required supporting document or the submitted document is deficient.

Illustration: The bidder has claimed to meet the experience criteria in the evaluation matrix and given the details of experience in the bid, but has not submitted the supporting documents.

Guideline: Bidder can be asked to furnish the supporting documents. However, the supporting documents should not contradict the details already given in the original bid.

(ii) Situation: The bidder confirms compliance in the evaluation matrix, but there exists a contradiction to compliance somewhere in the bid or the catalogue etc. (or vice-versa).

Illustration: The bidder confirms to supply as per specification, in the evaluation matrix, but the detailed bid / catalogue submitted with the bid indicates a deviation to the specification.

Guideline: Bidder can be asked to furnish confirmation on the issue. Documents in support of the clarification can be sought, if necessary, but such document must not contradict the documents already submitted, otherwise the bid should be rejected.

(iii) Situation: Bidder has not indicated any response to a clause of bid document, in the evaluation matrix but there exists a confirmation to the said clause in the detailed bid.

Illustration: Bidder has not responded whether payment terms of ONGC are accepted, in the evaluation matrix. However, the bidder has confirmed acceptance of payment terms elsewhere in the bid.

Guideline: No further confirmation is required from the bidder on the issue, as the bidder has already confirmed his acceptance, notwithstanding his silence in the evaluation matrix.

(iv) Situation: The bidder has taken clear deviation to any of the terms/specification of the bid document.

Illustration: Against requirement of firm rates in a case of domestic bidding, the bidder has linked his rates to foreign currency.

Guideline: Bid should be rejected straightaway, without any reference to the bidder.

(v) Illustration: Bidder who has not submitted POA

(MM/10/2016 dated 23.03.2016)

Guideline: Bidder may be asked to submit original POA as deficient document. However, it should be ensured that POA is submitted in the name of same person who has signed the bid.



In cases of single bid system, similar approach shall be adopted for seeking of confirmations from bidders. However, prior approval of CPA must be obtained in such cases. Concerned L-1 shall have full powers in this regard.

It must be noted that no opportunity is to be given to the bidder if EMD is not submitted along with the original bid and such bid should be rejected straightaway.

(MM/04/2015 dated 28.04.2015)

- 13.4.4 Wherever TC is held, it will deliberate specifically on the issues requiring clarifications/ confirmations/deficient documents from the bidders. The recommendation shall be put up to CPA for approval. *Concerned Key Executive (Level I) will have full powers to approve seeking of clarifications/confirmations/deficient documents from the bidders for cases falling within the powers of Directors and EPC.*

With a view to widen competition in the tender, decision would need to be taken on case to case basis as to whether one more round of clarifications need to be sought from the bidders. In that case, TC will deliberate specifically on the issues requiring second round of clarifications/ confirmations/ deficient documents and submit their recommendations to CPA for approval for asking the bidders to submit clarifications/ confirmations/deficient documents after recording proper justification for the same. Concerned Key Executive shall have full powers to approve seeking the second round of clarification / confirmation / deficient documents, including in cases falling within the powers of Directors and EPC.

(MM/10/2016 dated 23.03.2016)

- 13.4.5 The clarifications (commercial and technical including withdrawal of exception/deviation taken by the OEM/OES) shall be sought by the concerned dealing Officer in MM or tender processing section directly without holding the Tender Committee but based on commercial evaluation by MM (in case tender is being processed by MM) and/or techno-commercial evaluation by Technical Section.
- 13.4.6 It is to be checked that the bidders have confirmed compliance in the un-priced bid as regards meeting of all the important BEC and tender conditions like mobilisation fee, annual turnover and net worth etc. that is those conditions whose actual compliance can be known only after price bid opening. In case any ambiguity is observed during techno-commercial evaluation, specific confirmation should be obtained from the bidder.

13.4.7 Clarifications should be sought from bidders, by specifying a reasonable cut-off time for submission of clarifications/ confirmations/ deficient documents. Sufficient time should be given to the bidders to submit their responses depending upon the nature of clarifications/confirmations/deficient documents which are required to be submitted. However, in the event of an unscheduled holiday falling in the specified day of the 'cut off time', the next working day shall be treated as the 'cut off time'. In all other situations, if an extension for the 'cut off time' is felt necessary based on request received from the bidder(s), approval should be obtained from CPA. For cases falling under the powers of Director/EPC, approval of concerned Director shall be obtained. Such approval for the same should be obtained before the expiry of the specified 'cut off time' and the decision should be communicated to all the bidders from whom the clarifications/conformations/deficient documents have been sought.

(MM/10/2016 dated 23.03.2016)

13.4.8 Clarifications / confirmations / deficient documents received after the stipulated cut-off date against the first round of post-bid clarifications, can be considered through second round of clarifications, in case the same is resorted to. The clarifications / confirmations / deficient documents which are received after the specified cut-off date against the second round and first round (in case second round is not resorted to) should be considered only in exceptional situations depending upon merit of the case, with the approval of the authority next higher to the CPA, after recording detailed justification for considering such offers. For cases falling under the powers of Director / EPC, approval of concerned Director shall be obtained.

13.4.9 The guiding principle in accepting clarifications is that the basic structure of the bid already submitted by the bidder should not be allowed to change after opening of bids.

13.4.10 When clarifications are sought from a bidder, documents which have been submitted by the bidder in response to clarification sought by ONGC and are post Technical bid opening date can be accepted subject to the condition that the basic structure of the bid and the vital techno-commercial BEC parameter on the basis of which the bid has been originally submitted, should not change.

13.4.11 Any technical clarifications/confirmations/deficient documents required by the User/Indenting Department should be routed through concerned Materials Management/Tender processing group.

13.4.12 In the event of non-submission of 'Bid Matrix' by any bidder whose offer is acceptable in all other respects, the 'Bid Matrix' should be obtained before accepting such offer.

### **13.5 Correspondence with bidders by indentors**

- 13.5.1 Before finalisation of the tender, all correspondence with the bidders must be done by concerned Materials Management/Tender processing group. However, after placing supply order / contract, if considered necessary, the indenter(s) may interact with supplier(s) / contractor(s) for any clarification provided the same does not result into modification of any condition of supply order / contract and does not involve financial implications. However, copy of such correspondence must be marked to MM Department for record. In case of LSTK projects, correspondences with suppliers/contractors shall be carried out by Indenter/Project group/Project management consultant directly after award of work in addition to MM.
- 13.5.2 It must be ensured that clarifications asked for by the Indenter(s) did not have any bearing on the price aspect.

### **13.6 Request for extension in validity of bid**

- 13.6.1 Tenders should be finalized within the stipulated original validity of the bids and that cases requiring extension of validity should be rare. However, in the exceptional cases where the concerned executives involved in processing of tenders feel that it would not be possible to finalize the tender within the original validity, extension in bid validity should be sought so as to ensure that a minimum bid validity of 30days for EPC level cases and 21 days for non-EPC cases is available from the date of price bid opening. Accordingly, Bid Security validity should also be available for a further period of 30 days beyond the said bid validity. However, seeking further extensions of bid validity and bid bond validity should be avoided after price bid opening. In exceptional cases, if extension is required in bid validity and bid bond validity, after price bid opening, then the same should be obtained from the clearly established L-1 bidder only. However, in cases where it is required to have more than one source of supply or if the tendered quantity is more than what L-1 bidder can supply, then in those cases bid and bid bond validity should be obtained from all those bidders who are in contention for award of contract.

## 14 Rate reasonability and Negotiations

### 14.1 Reasonability of rates

(MM/04/2015 dated 28.04.2015)

(MM/10/2016 dated 23.03.2016)

- 14.1.1 Rate reasonability will be applicable in cost only (other than QCBS) or L-1 selection/evaluation methodology. Tender Committee shall be required to establish and certify the reasonability of rates of L-1 bidder received in a tender Rate reasonability can be established in comparison to cost estimates and / or last purchase rate (if available) and / or price trends prevailing in the market (if the same can be determined depending on either the type of items being purchased or if there is any published documents / data reflecting the price trends or if there is relationship between raw material being used in manufacture of items like steel is used for manufacture of tubular goods). When purchase does not fall under purview of tender committee, dealing officer of MM in consultation with Indentor and Finance shall ascertain the rate reasonability and put up the proposals for approval of CPA. For cases dealt by departments other than MM but MM support is required as per BDP, rate reasonability shall be ascertained by dealing officer in consultation with finance and MM. While ascertaining the reasonability of rates, comparison should be first done with Cost Estimates/LPR (wherever available) without applying any escalation factor. Thereafter, suitable escalation factor, if any, needs to be considered for ascertaining the reasonability of rates.. Accordingly, the case shall be processed for finalisation, if the rates of L-1 bidder are considered to be reasonable on the basis of above analysis. Wherever the rates of L-1 bidder are substantially high as compared to cost estimates / or LPR or not in line with the price trend prevailing in the market, a decision shall be taken as to whether price negotiation need to be conducted.
- 14.1.2 In cases where one single contract is to be awarded but the price format consists of number of line items involving either supply of items or services or both, in addition to working out line item wise variation of rates w.r.t. LPR, a composite variation percentage comparison with the LPR be also worked out considering the estimated quantities indicated in the price format which are being considered for evaluation.
- 14.1.3 While finalizing the consultancy contracts, the reasonability of the quantum of Man-hours that would be required to complete the job should also be examined and certified to be reasonable in addition to certifying the reasonability of Man-hours rates.
- 14.1.4 In case LPR is in foreign currency or a portion of LPR is in foreign currency, then the LPR or portion of it as applicable will be converted to Indian rupees for the purpose of comparison by using the foreign exchange rate prevalent on the date, the rate of which were adopted for converting foreign currency bids for preparation of comparative statement.

(MM/10/2016 dated 23.03.2016)

14.1.5 – Deleted -

14.1.6 – Deleted -

14.1.7 Following guidelines are to be followed with regard the reasonability of prices in PAC/nomination cases:

- (i) The price quoted by the bidder may be compared with those at which the bidder has supplied the same item / service to other oil company(ies) in India. For this purpose, the bidder should be asked to provide the copy(ies) of orders executed / currently in hand. In case the bidder has not supplied the same item / service to other oil company in India, the bidder should be asked to provide the copy(ies) of orders placed on him by any other oil company anywhere in the world.
- (ii) In case the price quoted by the bidder is found to be on a higher side, negotiation should be done with the bidder to get best reduction in price.
- (iii) In cases where the negotiation is done, Tender Committee should certify, at the time of submission of final recommendation to Competent Purchase Authority, that TC is convinced that no significant reduction in prices would be achieved by continuing the negotiations further.

(MM/10/2016 dated 23.03.2016) – Part of Sub para (iii) deleted.

- (iv) The urgency, if any, of the safety and operational requirements shall be certified by the indenter, duly approved by the concerned Level-1 officer.

## 14.2 Negotiations

(MM/07/2015 dated 18.07.2015)

- 14.2.1 There should not be any Price negotiations. Negotiations, if at all, shall be an exception as provided herein below and shall be held with L-1/bidders(s) eligible for purchase preference only.

**a) For cases where quantity is non splitable/non dividable:**

For the cases where quantity is non splitable/non dividable, the bidder who quoted the lowest among the bidders eligible for purchase preference shall be asked to match his rates with that quoted rate(s) of the bidder who emerged L-1 on quoted basis. Subsequently negotiations shall be carried out with that eligible bidder. In case the bidder refuses to match the rates with L-1, then other bidders who are eligible for purchase preference as per the prescribed guidelines shall be given a chance to match rates with L-1 in the order of their ranking and further negotiations shall be carried out with that bidder who matches the rates with the L-1.

In such situations, while asking the bidder to match the rates with L-1, it shall also be notified that ONGC shall carry out negotiation with the bidder subsequent to matching of rates.

**b) For cases where quantity is splitable/dividable:**

For the cases where quantity is splitable/dividable, the bidder emerging L-1 on quoted basis shall be called for negotiations. After carrying out the negotiations with such bidder, all the bidders who are eligible for purchase preference shall be asked to match the L-1 prices arrived at after negotiations and quantity shall be divided among them (wherever applicable). However in case none of the bidders matches, order for total quantity shall be placed on the bidder who emerged L-1 on quoted basis.

- 14.2.2 Negotiations shall be recommended in exceptional circumstances only after due application of mind and recording valid, logical reasons justifying negotiations. Price negotiations shall be undertaken by tender committee, only with L-1 bidder, on prior approval by CPA not below Level-I and the concerned Director in EPC cases, in any of the following exceptional situations, where the rates of L-1 bidder are substantially high as compared to cost estimates:

- i. The items are proprietary in nature;
- ii. The bidders have formed cartel;
- iii. Sources are limited

- 14.2.3 Negotiations should not be misused as a tool for bargaining with L-1 with dubious intentions or lead to delays in decision-making. Convincing reasons must be recorded by the Tender Committee recommending negotiations. Competent Purchase Authority should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and the time taken for according requisite approvals for the entire process of negotiation and award of order should not exceed 30 days from the date of submission of recommendations. In cases where the proposal is to be approved at EPC level, a maximum of additional 15 days shall be allowed. In no case should the overall timeframe exceed the validity period of the tender and it should be ensured that tenders are invariably finalised within their validity period. It is to be ensured that negotiations are resorted to only in cases where reasonability of rates could not be established, above conditions as per clause 14.2.2 are satisfied and bottom up accurate cost estimate ('should cost') is available to support negotiations.
- 14.2.4 In cases where a decision is taken to go for re-tendering due to the unreasonableness of the quoted rates, but the requirements are urgent and a re-tender for the entire requirement would delay the availability of the item, thus jeopardizing the essential operations, maintenance and safety, negotiations would be permitted with L-1 bidder(s) for the supply of a bare minimum quantity, subject to acceptance by the bidder. The balance quantity should, however, be procured expeditiously through a re-tender, following the normal tendering process, after due examination to see whether review of specification, scope of work and tender conditions is required in future, to bring more competition.
- 14.2.5 Where it is required to have more than one source of supply (due to critical or vital nature of the item), it is mandatory to pre-disclose the ratio of splitting the supply (in accordance with prevailing instructions, so as to award maximum quantity to the L-1 bidder) in the Bid Evaluation Criteria, after due deliberation in Tender Committee. This must be followed scrupulously.
- 14.2.6 After due processing, if it is discovered that the quantity to be ordered is far more than what L-1 alone is capable of supplying (in tenders where bidders are allowed to quote part quantities) and there was no prior decision to split the quantities, then the quantity being finally ordered should be distributed among the other bidders in a manner that is fair, transparent and equitable as given below:
- (i) If the requirement of tender quantity cannot be met by L-1 bidder, negotiations will be carried out with the approval of Competent Purchase Authority (CPA). To expedite the process of negotiations, all other acceptable bidders will be advised to submit their confirmations in sealed envelopes, to match their rates with those of evaluated L-1 bidder.

(ii) Sealed covers will be opened in the order of ranking originally established and in the presence of bidders' representatives who choose to be present. Bidders who match their prices with the L-1 bidder would be considered for award on basis of their original ranking and to the extent of quantity / number offered by them. Opening of sealed cover will be stopped when the total quantity requirement is met

14.2.7 Counter-offers to L-1, in order to arrive at an acceptable price, shall tantamount to negotiations. However, any counter-offer thereafter to L-2, L-3, etc., (at the rates accepted by L-1) in case of splitting of quantities (as pre-disclosed in the tender as per para 16.1.1 or due to limited capacity of L-1 bidder as per para 16.1.1 & 16.1.2) shall not be deemed to be a negotiation.

14.2.8 If L-1 bidder backs out, there should be re-tendering in a transparent and fair manner. The Competent Purchase Authority may in such a situation call for Limited or Short Notice tender or nomination basis, if so justified in the interest of work, on the basis of examination and recommendation by Tender Committee.

(MM/10/2016 dated 23.03.2016)

14.2.9 For the cases valuing upto Rs 10 lacs also, convening of tender committee is necessary for recommending and conducting negotiations. The Tender Committee in such cases shall consist of one officer each from MM, Finance and Indentor as per para 10.3.1. Such recommendations for negotiation of said Tender Committee shall require the approval of concerned Level-1 and shall be put up through the Level-2 executive of the indenting department.

14.2.10 In respect of cases where assistance of World Bank and other international funding agencies like IMF, ADB etc. is involved, the procedure specified by the respective agency will be followed.

### **14.3 Cancellation / re-invitation of tenders**

14.3.1 Cancellation of tenders:

- a. A tender shall be deemed to have been cancelled to the extent a demand is withdrawn. Advice regarding the cancellation action shall be conveyed to the indentor. In such case approval of the CPA would be required for the cancellation. However in respect of proposals falling under the purview of Director(s) and EPC, the concerned Director will have final authority.
- b. Cancellation of tenders for any other reason, to be recorded in writing, shall require the approval of the purchase authority one step higher than the competent purchase authority. However in respect of proposals falling under the purview of Director(s) and EPC, the concerned Director will have final authority.
- c. All concerned must ensure that while taking any action of rejection/recall of tenders, clear reasons are recorded on the file, strictly in terms of the



provisions stipulated in Bid Evaluation Criteria, Materials Management Manual and other specific instructions issued from time to time. .If the reasons for cancellations / reinvitations of tender are not adequately justified, the concerned authority may take up the issue with the concerned indenter for taking adequate measures to firm up requirement before placement of purchase indent so that need for cancellation / re-invitation of tenders does not arise in future.

#### 14.3.2 Re-invitation of tenders

- a. In the event of re-invitation of bids whether on a limited or open tender basis, the approval will be obtained (through the CPA) from the Authority one level higher than the CPA. In respect of proposals falling under the purview of Director(s) and EPC, the concerned Director will have final authority. The closed/cancelled tender should in no case be revived.

(MM/10/2016 dated 23.03.2016)

- b. Such re-invitation of bids, on a limited basis, shall also include all the bidders who quoted against the original tender.
- c. Similarly, in the case of open tenders intimation regarding re-invitation of tenders will be sent to all the bidders who quoted against the original tender.
- d. Reasons for re-invitation of tenders in all such cases will be recorded.

## **15 Acceptance and Award of tender**

### **15.1 Consideration of offers**

- 15.1.1 For tenders other than QCBS, lowest price bid may be determined from among those tenders which are technically and commercially acceptable.
- 15.1.2 For QCBS tenders, the following points should be taken into consideration for placement of an order:-
- a. The orders are to be placed on the highest techno-commercial score
  - b.  $\text{Techno-Commercial Score} = (\text{Quality Score assigned to bidder} \times \text{Technical weight \%}) / 100 + (\text{Lowest bid value of all bids} \times \text{Commercial weight \%}) / \text{Bidder's Price}$
  - c. Bids which do not conform to the specifications are to be ignored straightaway.
  - d. Bids for which technical score is less than the minimum threshold as specified in the tender are not to be shortlisted for Price Bid opening.
  - e. Highest scoring bid may be determined from among those tenders which conform to all mandatory technical and commercial criteria and have a technical score greater than the minimum threshold specified in the tender.

### **15.2 Acceptance of tender**

- 15.2.1 Tender shall be accepted by the officers as per the powers delegated in the BDP. In case the prescribed level officer is not available, then the case shall be put up to the next higher level officer.
- 15.2.2 In case after opening of price bid, bidder has not complied with the required stipulation/conditions of tender like financial criteria etc. then such offers should be rejected.
- 15.2.3 A firm which has been engaged to provide goods or works for a project and any of its affiliates should be disqualified from providing consulting service for the same project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, should be disqualified from subsequently providing goods or works or services related to the initial assignment for the same project.

Consultants or any of their affiliates will not be hired for any assignment, which by its nature, may be in conflict with another assignment of the consultants.

### 15.3 Signing of purchase order / contract

15.3.1 After finalization of tender, award of LOA/NOA should not be withheld without any justified reasons beyond prescribed time norms for the same.

Further, detailed purchase order shall be issued within 10 days from receipt of acceptable PBG/SD and in case of payments through Letter of credit; LC shall be opened within a period of 7 days from issue of formal order, except for cases where Income Tax NOC is to be obtained.

15.3.2 Similarly, detailed contract shall be signed within 15 days from receipt of acceptable PBG/SD. However PBG/SD should be submitted within 15 days from the date of NOA.

15.3.3 It should be ensured that all the documents / conditions existed in the tender document and all conditions mutually agreed between ONGC and the bidder during tender stage, must invariably be incorporated in the supply order/contract. In case of centralized procurement, a copy of complete tender document, including all terms & conditions and amendments (if any) issued thereto, must be circulated to respective consignees along with the supply order. In order to make a contract legally enforceable, all concerned must ensure that the contract is properly signed & stamped by the contractor before it is signed by ONGC's representative.

15.3.4 The service contract (including charter hire of rigs) should be for a firm period. However, the provision of automatic extension of service contract for the time required for completion of the job in progress on the date of expiry of the contract on the same rates, terms and conditions should be incorporated.

#### 15.3.5 Use of uniform percentage to fix the delivery cost in Purchase Orders in ICE

Following uniform percentage should be used for the various overhead cost in the purchase orders for imported materials across all locations, the inland freight as given below shall be applicable for indigenous ex-works cases as well:

Sl. NO	Particular	Expenditure	Supply provision in percentage of CIF value of goods
1.	Bulk cargo such as pipes, chemicals etc. for Mumbai Offshore	Port charges	0.25% of CIF value
		Customs clearance charges	0.25% of CIF value
		Loading, unloading and inland transportation upto ultimate consignee	2.50% of CIF value
2.	Bulk cargo such as	Port charges	0.25% of CIF value

	pipes, chemicals etc. for Onshore projects such as Mehsana, Ankleshwar, Jodhpur etc.	Customs clearance charges	0.25% of CIF value
		Loading, unloading and inland transportation upto ultimate consignee	4.00% of CIF value
3.	To all items other than 1 & 2 above	Customs clearance charges, Loading, unloading and inland transportation upto ultimate consignee	1% CIF value

Note:

(MM/10/2016 dated 23.03.2016) Note (i) - Deleted -

- (i) contracts for related and dependent works, should not be awarded to same or sister firms
- (ii) in order to avoid errors in calculating various charges involved in a contract, due care should be taken while defining various elements of a formula adopted for calculating various charges in a contract. Further, wherever necessary Finance/Legal departments may also be consulted while formulating a formula and the applicable elements, before finally adopting the same.

#### **15.4 Verification of the authenticity of the documents submitted by the bidders**

15.4.1 Whenever any distinctive complaint has been received or doubt arises regarding submission of the forged documents/certificates/information, a thorough investigation should be conducted for verification of the authenticity of documents submitted by the successful bidder and if it is established that documents have indeed been forged, appropriate action should be taken against defaulting vendor/contractor.

#### **15.5 Change of valuation type in PO against ICB tenders**

15.5.1 If the PO is to be placed on a foreign vendor, no modification would be required in the 'valuation type' as it will automatically get adopted to in the system to STIM or SPIM.

15.5.1.1 If the PO is to be placed on a domestic vendor, the 'valuation type' needs to be changed to STID or SPID. This can be done by concerned P.O. creator without any modification in the PR. However, if the material has not been sourced indigenously, then the PO creator would have to create Material Master record for changing the valuation type to STID or SPID in an ICB tender where order is to be placed on a domestic vendor.

## **16 Miscellaneous**

### **16.1 Splitting of tenders / purchase orders**

- 16.1.1 Tenders are generally finalised on item wise lowest offer basis. Items in a tender may be split up in more than one order depending on the merit of each case. In case of operational needs, tender for part of items may be finalised with the approval of CPA. For finalisation of tender for the remaining items, the case will be submitted to the Competent Purchase Authority for complete tender reflecting therein the facts that tender for part items in this case has already been finalised.
- 16.1.2 Sometimes it becomes essential to place order simultaneously on two firms to safeguard against the chance of one of the firms failing to execute supplies or when material is urgently required and where a single firm cannot supply the required quantity in time. Where the tenders are being called and the volume of the purchase is likely to be very large and where it is important because of this to ensure that no single bidder gets order for more than the quantity he can supply on the ground that he is the lowest bidder. Similarly, in case of tenders for critical items/services depending entirely on one supplier for material could affect operations due to unforeseen failure on the part of supplier. When the tender is floated, bidders are specifically asked to quote(a) for the whole purchase or (b) for a fraction of unit of the purchase and methodology as per provision contained in para 14.2.5 & 14.2.6 for splitting of orders must be follow.

### **16.2 Purchase of Machinery and Equipment**

(MM/10/2016 dated 23.03.2016)

- 16.2.1 When deciding order for the procurement of "Machinery and Equipment" it has to be ensured that order are placed only on the manufacturers.

### **16.3 Tender Monitoring System**

- 16.3.1 Under TMS, on receipt of PR by the respective purchase section, the date of receipt of PR shall be required to be entered in the prescribed field provided in the system. Accordingly, the scheduled date(s) of completion of subsequent activity (ies) and the actual date of completion for the same activity (ies) shall also be required to be entered into by the dealing officers of the respective section on a regular basis in sync with the respective activity. In cases, where seeking clarifications becomes necessary, the date for completion of next activity (ies) shall be re-scheduled. Concerned officials should ensure proper entries in TMS. For the purpose of entering necessary dates/details in the TMS, transaction code ZMMTDR1 or ZMMTMS should be used.

## 16.4 Guidelines for officials with personal interest in companies/agencies participating in the tender

- 16.4.1 Any official involved in tender formation, processing, evaluation and / or award and having personal interest in any of the Companies/agencies participating in the tender, shall refrain from participating in the tender process. In such situations, the concerned official shall intimate to his next higher authority his inability to participate in the tender process and obtain approval nominating an alternate official for that particular case.

## 16.5 Earnest Money Deposit / Bid security

(MM/10/2016 dated 23.03.2016)

- 16.5.1 No earnest money deposit / bid security in the form of Bank Draft or in lieu thereof Bid Security will be necessary for purchases upto Rs.10.00 lakhs. Earnest money deposit/ bid security in the form of Bank Draft or in lieu thereof Bid security will also not be necessary for purchases from Central Govt. Departments and Central Public Sector Undertakings. No earnest money shall also be necessary for purchase / service contracts on nomination/ PAC/OEM basis. MSEs who are themselves, manufacturer of the items/ provider of services, they intend to quote, registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME will be exempted from furnishing bid security / earnest money deposit against open and limited tenders irrespective of monetary limit mentioned in their registration certificate provided they submit evidence that they are registered for the item(s)/services they intend to quote.

EMD / Bid Security can be obtained from bidders in any one of the following modes:

- (i) Bank Draft in favour of ONGC valid for 90 days from the date of issue of the same.
  - (ii) Bank Guarantee from banks acceptable to ONGC, valid for 30 days beyond the required validity of bid.
  - (iii) Irrevocable letter of credit (as per prescribed proforma) valid for 30 days beyond the required validity of bid, duly confirmed by Indian Nationalised / Scheduled banks will be acceptable only from foreign bidders.
  - (iv) Cashier's / Banker cheques valid for 90 days from the date of issue of the same will be acceptable
- 16.5.2 The following slab based on different amount of expenditure sanction will be used to determine EMD.

Amount of Expenditure Sanction	Amount of EMD / Bid Security
--------------------------------	------------------------------

<= Rs.10 Lakh	Nil
>Rs.10Lakh, <= Rs. 5 Crore	@2% of total estimated cost put to tender
>Rs. 5 Crore, <= Rs. 15 Crore	Rs. 10 Lakhs + 1.5% on amount exceeding Rs.5 Crore
>Rs.15 Crore, <= Rs. 25 Crore	Rs. 25 Lakhs + 1% on amount exceeding Rs.15 Crore
.>Rs. 25 Crore	Rs. 35 Lakhs + 0.5% on amount exceeding Rs. 25 Crore

However, the maximum limit of EMD/Bid Security for a tender shall be US\$ one million for foreign bidders and Rs.5 crores for Indian bidders.

16.5.3 While working out the EMD, the closing B.C. Selling market rates of exchange declared by the State Bank of India as applicable on date of approval of BEC by Competent Authority in terms of para 34.1.2 will be taken into account for conversion of Indian Rupees to foreign currency.

16.5.4 The Bid security of unsuccessful bidders will be returned within 5 days of finalization of the bid/LOA. The Bid Security of successful bidder will be returned on receipt of Security Deposit/Performance Security.

a. At the time of seeking purchase approval, Tender Committee should invariably recommend for release of EMDs of unsuccessful bidders. In cases where Tender Committee is not required, while submitting the purchase proposal for approval of CPA, dealing officer/official must also incorporate the recommendations for release of EMDs to unsuccessful bidders.

b. The Competent Purchase Authority (who has approved award of contract) will have powers to approve release of earnest money / Bid Bond / bid security. However, concerned Level-1 Executive will have full powers in this regard, irrespective of the type of tender or value of tender / order / contract, including for cases falling within the powers of Directors and EPC.

c. After obtaining approval of CPA, the onus and responsibility shall be of dealing officer/official to ensure release of bid bonds/EMD to unsuccessful bidders, within 5 days.

d. Invoking/forfeiting of Bid Security / EMD

Approval of Level-1 executive will be obtained for invoking / forfeiting the Bid Security / Bank Guarantee(s) including for EPC level cases.

In charge MM to monitor compliance of release of EMD and security deposits to bidders.

In case of requirement of any extension of Bid Security/ EMD, the same should be taken up at least 10 days prior to expiry of Bank Guarantee.

## 16.6 Security Deposit/Performance Security

16.6.1 Security deposit shall be furnished as per terms in the contract. The date of submission of SD/PS towards contract security shall be clearly specified in the NOA and the contractor should be asked to submit the contract Security within the specified date and that in case the contractor fails to submit the SD/PS within the stipulated date, ONGC can take action as per conditions specified in the tender.

16.6.2 The monetary limit for security deposit will be as under:

- |       |  |   |
|-------|--|---|
| (i)   | <u>Contracts for Turnkey Project Construction / platforms.</u> | <u>10% of Contract Value.</u>   |
| (ii)  | <u>All type of service / Rig hiring contracts.</u>             | <u>10% of one year's contract value. (for rig hiring contracts one year's contract value shall be the Effective Day Rate based on which bids were evaluated x 365 days). In case of contracts with primary term of two or three years, the Performance Bank Guarantee / Contract Security will be obtained with initial validity for two or three years as the case may be.</u> |
| (iii) | <u>Supply of goods</u>   | <u>10 % of order/contract value.</u>  |

16.6.3 For purchases upto Rs. 1 lakh, no security deposit shall be taken. Also, for Procurement of Material / Hiring of Services from OEM/OES and procurement of items on PAC basis security deposit shall not be taken.

16.6.4 Relaxation in EMD/SD conditions: The Level-1 officer will have full powers for cases upto his purchase powers to relax / waive condition relating to EMD/ Security Deposit, based on merit of each case and non-incorporation in the tender document prior to inviting tender. The concerned Director shall have full powers in this regard.

(MM/04/2015 dated 28.04.2015)

16.6.4.1. Offer received with shortfall in EMD should not be accepted.



16.6.5 Security Deposit should be released in accordance with the terms of the GCC / SCC

- a. All concerned authorities shall ensure that details of all claims which are to be recovered from the supplier / contractor are promptly intimated to the respective payment authority, without any loss of time, so that the claim can be recovered before releasing the pending payment(s).
- b. Details of such claims should also be forwarded to the authority who has concluded the respective purchase order / contract / rate contract and has obtained the Security Deposit. After completion of the supplies / execution of the contract, the respective authorities as mentioned below should take prompt actions in respect of the following:
  - (i) In case of purchase of goods, for recovery of any claims other than discrepancies / recoveries indicated in the GRV, the respective consignee(s) [including port consignee / C&F section etc.] should forward the details of claims which are to be recovered from the supplier, to the respective purchase officer, immediately after completion of supplies against the purchase order, i.e. within 15 days after receipt of last lot of material. Even if there is no claim against a particular purchase order, the consignee(s) should forward a 'No Demand Certificate' to the respective purchase officer within the stipulated time as above. Further, in procurement of spares from foreign OEMs and also in cases where payments are made through L/C or Advance, concerned Stores formations should be more vigilant to take immediate actions for notifying such discrepancies/short supplies to the respective purchase formations, enabling them to take up the matter with the suppliers for making good the same without any loss of time.

In case of import, no demand certificate should also be obtained from T&S Office.

(ii) Wherever installation and commissioning is also involved along with supply of the equipments, Indentor should ensure installation and commissioning within the stipulated time for the same (by keeping the site ready well before arrival of the equipment, by drawing the equipment immediately after arrival at stores and by coordinating with supplier for timely completion) and forward a copy of satisfactory installation and commissioning report along with details of outstanding claims (if any) or a 'No Demand Certificate', to the authority who has concluded the respective purchase order / contract, within 15 days after completion of installation and commissioning of the equipment satisfactorily.

(iii) In case of centrally finalized rate contracts, for which the Contract Security is obtained centrally for the entire contract, In-charge MM of each work center should forward details of Purchase Orders placed against each of such rate contracts to the authority which has concluded the rate contract. Further, in respect of each such order which has been placed

against the rate contract, In- charge MM of the work center shall send the details of outstanding claims (if any) or a 'No Demand Certificate', to the authority who has concluded the rate contract within 15 days after receipt of the last lot of material.

(iv) In case of Service Contracts, Indentor should forward details of outstanding claims (if any, which could not be recovered from the regular payments) or a 'No Demand Certificate', to the authority who has concluded the respective contract, within 15 days after expiry of the contract period.

(v) In case of LSTK contracts, in which Contract Security is obtained to cover the warranty period also, Indentor should forward details of outstanding claims (if any) or a 'No Demand Certificate', to the authority who has concluded the respective contract, within 15 days after expiry of the warranty period.

- c. In all cases, wherever the claims are to be recovered from the Security Deposit, it should be ensured that the claims with complete details are forwarded to the concerned authority(ies) well before the expiry of the validity of Performance Bond.

Under exceptional circumstances, in case where above details cannot be furnished within the stipulated time, approval of concerned Level-1 executive should be obtained by the respective authority (ies) (i.e. Consignee/In-charge MM / Indentor, as the case may be) giving full reasons necessitating additional time for furnishing 'No Demand Certificate'. Such approval should be forwarded to the concerned purchase officer / contract concluding authority for obtaining suitable extension for the validity of Performance Bond.

- d. On receipt of intimation regarding claims for recovery (if any) / 'No Demand Certificate', the concerned purchase officer / contract concluding authority shall verify whether the claims have already been recovered from the payments. After release of final payments, if any claims are outstanding for recovery, necessary action should be initiated to recover the same from the Security Deposit.

Thereafter, for the release of Contract Security (after recovering the claims if any as mentioned above), the approval shall be obtained as per provisions mentioned for release of PS in the contract.

The Competent Purchase Authority (who has approved award of contract) will have powers to approve release of PS. However, concerned Level-1 Executive will have full powers in this regard, irrespective of the type of tender or value of tender / order / contract, including for cases falling within the powers of Directors and EPC. Accordingly, necessary advice shall be issued to the concerned Finance section for releasing the Security Deposit / PS.

- e. Virtual Corporate Boards across the organization should monitor the issue of release of EMD's and Security Deposit's regularly during the review meetings.

- f. Invoking of Bank Guarantee

Prior approval of Level-1 executive will be obtained for invoking / forfeiting the PBG) including EPC level cases. The head of associate finance will be informed to invoke the bank guarantee.

The original bank guarantee will be forwarded to concerned Finance section and only photocopies will be kept for reference with Materials Management.

The invocation/forfeiture of Performance Security/Security Deposit into be issued before 10 days of expiry of Bank Guarantee (BG). A proforma notice of invocation of BG is at Appendix-13.

#### FILING OF CAVEATS

The caveat(s) should be filed immediately when the decision has been taken by the competent authority to invoke the BG in the courts of CONCURRENT JURISDICTION in case there is concurrent jurisdiction in terms of Sec. 20 of C.P.C. ONGC must also ensure that the notice to the Bank for encashment of BG be delivered by authorized representative of ONGC to . the Bank who had issued the relevant Bank Guarantee.

It is imperative to take pre-emptive steps by lodging of "CAVEAT" under Section 148 A of Civil Procedure Code in the court(s) of concurrent jurisdiction where it is apprehended that contractor is likely to move an application for staying invocation of Bank Guarantee.

The filing of caveats will be done by Legal Department of ONGC. All information related to filing of caveats will be provided by concerned dealing officer.

- g. Acceptance of SD/PS received after contractually allowed period

In cases where cancellation/termination of PO/contract on account of delayed submission of the SD/PS is not in the interest of organization, concerned L-1 executive shall have powers to accept SD/PS received after the contractually allowed period, irrespective of extent of delay. However, for EPC level cases, SD/PS received after 4 weeks of the stipulated period shall be accepted with the approval of the Director concerned.

## 16.6.6 Verification and acceptance of bank guarantee towards Security deposit

16.6.6.1 Excepting the bid bond bank guarantees, all bank guarantees are to be received from the bank directly through post, preferably addressed to concerned officer. However, the contractor may, if he so chooses, bring a bank guarantee under sealed cover of the bank.

16.6.6.2 All received bank guarantees will be checked as under:

a. The bank guarantee will be compared verbatim by concerned dealing officer with standard format of the bank guarantee. If the bank guarantee is verbatim with standard format, there will be no need for legal vetting. In case of difference in language, opinion of legal department will be obtained to see if such a bank guarantee is legally enforceable without any problem.

b. Whether the name and designation of the officer executing the bank guarantee and his power of attorney/signing power no. with date are duly shown signed/initialled by the executants and the last page is signed with full particulars under the seal of the bank.

c. Whether the bank guarantee is on non-judicial stamp paper of appropriate value as prescribed under the stamp act. The date of sale of the non-judicial stamp paper shown therein should be a date earlier than the date of execution of the bank guarantee. Further, bank guarantee from foreign parties need to be adjudicated in India in consultation with legal department at the cost of ONGC as per item requirement of Stamp Act.

d. Whether the factual details such as contract no., value of the contract, amount of advance/value of contract, validity of the guarantee etc. have been correctly indicated and over-writings/cuttings, if any, have been properly authenticated under signature and seal of the executants.

e. In case there are errors in the bank guarantee, the same should be notified to the contractor an amendment to the bank guarantee should be obtained on non-judicial stamp paper of the equivalent amount as that of the bank guarantee itself. Such amendment should also be received from bank either through post or through contractor under sealed cover.

f. Authenticity of all bank guarantees will be got confirmed from concerned bank through registered letters or depending upon necessity, through personal contacts by MM. In no case, the concerned contractor/supplier should be allowed to bring such details from Bank.

g. In case of bank guarantees received on behalf of central public sector undertakings, the verification of bank guarantees need not be resorted to.

## 16.7 Secured Advances ( For Works)

(Only for Item Rate / Percentage Rate Contracts)

- 16.7.1 Secured Advances on the security of materials brought to site may be made to the contractors for items which are to be used on work.
- 16.7.2 The Engineer-in-charge can release the secured advance up to an amount not exceeding 75% of the value of the materials as assessed by the site-in-charge or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of work whichever is lower.
- 16.7.3 A formal undertaking should be submitted by the contractor under which ONGC secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the work or to the shortage or misuse of the materials, and against the expense entailed for their proper watch and safe custody. Payment of such advances should be made only on the certificate of the site-in-charge that:
- (i) The quantities of materials upto which the advances are made have actually been brought to site.
  - (ii) Full quantities of the materials, for which advance is to be made, are required by the contractor for use on items of work for which rates for finished work have been agreed upon.
  - (iii) The quality of materials is as per desired specifications.
- 16.7.4 Recoveries of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills for work done as the materials are used, the necessary deductions being made whenever the item of work in which they are used are billed for.
- 16.7.5 Secured advance shall be granted only for non-perishable items. It can however, be granted for perishable items after the contractor indemnifies ONGC through an insurance cover (Insurance period shall be based on likely time gap in arrival and usage of material but minimum of three months). The Engineer-in-charge shall identify whether an item is perishable or not.

In line with the above, suitable provision may be incorporated in tender documents to facilitate milestone payments as above.

## **16.8 Fall Clause**

(Applicable in case of Rate Contracts for indigenous purchases & its non-acceptance will be a rejection criteria)

- 16.8.1 The price charged for the items shall be in line with the standard price lists for the contractor / supplier. In case standard price lists are not available, the contractor / supplier will match the prices for any Department of the Central Govt. or any Dept. of a State Govt. or any Statutory Undertaking of the Central or State Govt., as the case may be

16.8.2 If any time, during the contract execution period, the contractor / supplier or his agent / principal / dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons / organisations including the purchaser or any Dept. of Central Govt. or any Dept. of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, at a price lower than the price chargeable under the contract / supply order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this Purchase Order and the price payable under the Purchase Order / Contract for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will however not apply to :

- a. Exports by the Contractor / Supplier or
- b. Sale of goods as original equipment at prices lower than the prices charged for nominal replacement.
- c. Sale of goods such as drugs which have expiry dates.

The Contractor / Supplier shall furnish a certificate guaranteeing that the price at which item / service was provided to ONGC was the best price & not higher than the price charged to other customer under similar terms and conditions.

#### **16.9 Posting of summary of details of supply orders/contracts on website**

16.9.1 Details of all contracts/purchase orders, as per Appendix 6 & 7, valued at more than Rs. 10 lakhs, awarded during a month, shall be posted on the website <http://tenders.ongc.co.in> by 5<sup>th</sup> of subsequent month by all work centers.

16.9.2 The information as per Appendix 6 is to be posted on the website, separately for the following categories:

- (a) Purchase of Capital items
- (b) Purchase of Stores items
- (c) Purchase of Spares
- (d) Charter Hire/Rate contracts
- (e) Turnkey contracts
- (f) Other contracts (including civil and electrical works etc.)

16.9.3 The following details shall also be furnished in the format at Appendix 7(a & b) for all contracts/purchase orders, valued at more than Rs. 10 lakhs, completed during the month:

- (a) Actual date of start of work (applicable for contracts only. For charter hire contracts, it is the date of mobilization / commencement of work)
- (b) Actual date of completion (for supplies as well as works)
- (c) Reasons for delay, if any (applicable for all cases).

- 16.9.4 Respective In charges-MM of all work centers shall coordinate and ensure that all the fields required for the report in the ICE System will be filled up by the departments concerned, in respect of all tenders.
- 16.9.5 With the data thus updated, Chief MM will execute a centralized report for the entire organization before 5<sup>th</sup> of every month which will be downloaded in HTML format and thereafter forwarded to Corporate Communication for publishing on the website <http://tenders ONGC CO IN>.
- 16.9.6 Further, while placing PO/Contract in the system, correct tender process should be selected from the available options so that all cases including single tender-nomination cases, posted on tender website, are appropriately highlighted in the report.

#### **16.10 Reporting of nomination cases**

- 16.10.1 All Works including Purchases, Services and Sales awarded on nomination basis above Rs. one crore should be reported to the Board for information. The cases shall include those approved by the Level-I Executive under the Key Executives or respective Key Executive or concerned Director or Executive Purchase Committee. Details on all such cases are to be furnished to ED-Chief MM, Delhi for compilation and submission of Agenda to the Board for information on Quarterly basis. The information on the cases pertaining to each Quarter should be furnished latest by 7<sup>th</sup> day after completion of the Quarter, for timely submission to the Board.

All Works including Purchases, services and Sales awarded on nomination basis above Rs. 10 lakhs and up to Rs. 1 crore shall be reported to the Executive Purchase Committee for information. The concerned key Executive shall ensure that all such nomination cases approved by them or routed through them to the concerned Director shall be reported to the Executive Purchase Committee, with his due endorsement and it should contain all the details and justifications for award on 'nomination basis', on Quarterly basis in proper agenda. The quarter-wise details of these cases submitted to EPC Cell shall be furnished to ED-Chief MM, Delhi for record.

- 16.10.2 All Works including Purchases, Services and Sales awarded on nomination basis up to Rs.10 lakhs shall be reported to the concerned Director. The respective Key Executive shall ensure to report any such nomination cases to the concerned Director on Quarterly basis. The Quarter-wise details of these cases reported to concerned Director shall also be furnished to ED-Chief MM: Delhi for record.
- 16.10.3 The concerned Key Executive should also send a copy of the report to Director (Finance), Internal Audit Heads and CVO. Even for the quarters during which no nomination case has been carried out, all Key Executives should invariably send a 'NIL' report to Director (Finance) and CVO.

Further for cases above Rs 1 crore, a copy of the Board Agenda prepared by ED-Chief-MM Services should be sent to CVO.

16.10.4 The following additional information should also be furnished while reporting the nomination cases:

(i) Whether the requirement is of regular/continuous type or is for a specific purpose.

(ii) If the requirement is of regular/continuous type, then the status of processing of the fresh tender for regular requirement.

(iii) Whether reasonability of the price was ascertained for the respective contract awarded on nomination basis.

(iv) Further, photocopy of the relevant note sheets containing detailed justification and the administrative approval of the competent authority for award of contract on nomination basis should also be invariably appended while reporting the cases awarded on nomination basis.

16.10.5 The format available at Appendix 8 shall be utilised for reporting purpose.

(MM/04/2015 dated 28.04.2015)

16.10.6 Purchase of spares / repairs through OEM / OES and Purchase on PAC basis will not be treated as purchase on nomination basis for reporting purpose.

### **16.11 Change in Name/Address of the firms in ICE System**

16.11.1 Requests for change in Name/Address of any firm should be forwarded to Centralized Vendor Cell at Dehradun along with a certificate to the effect that the change in name and address has been proposed on the request of the concerned firm and all the related documents provided by the firm have been carefully examined and found in order. As regards the request for change in name of the firm is concerned, the same should be got vetted from the Legal Depts. of the Work Centre

16.11.2 In case the request is forwarded by MM Sections aforesaid certificate should be issued by concerned I/c-MM. For cases pertaining to other sections, the said certificate should be issued by the concerned L-3 level officer.

### **16.12 Training/visits of ONGC executives against purchase of equipments/services**

16.12.1 The provisions for training in the premises of the manufacturer should normally not be incorporated in the tender/contracts. The training, if any should be provided by the Contractor/manufacturer at ONGC's Work Centre during installation and commissioning or as a part of the technical support



(MM/10/2016 dated 23.03.2016)

- 16.12.2 However, the need for training of executives at abroad/in India will be examined critically and independently at the time of finalisation of Bid Evaluation Criteria (BEC) by concerned user group. It will be examined in depth as to whether training is unavoidable for operational needs and if so, whether it will be economical and advantageous to have such training in India or abroad. For abroad training and for EPC level cases approval of concerned Director will be obtained. For cases other than EPC, for training in India, approval of CPA not below concerned L-1 will be obtained.
- 16.12.3 In all cases where BEC so approved stipulates provisions for training of executives, the bidders will be asked to indicate separately the cost of training to executives at abroad/in India. In such cases purchase will be finalised on competitive basis. For training to executives abroad/in India, negotiations may be conducted in case the training cost quoted by lowest commercially and technically acceptable bidder is either considered unreasonable or is higher than the bidder who has quoted lowest cost for such a training.
- 16.12.4 The proposal, with full justification, during finalisation of the tender, will be submitted by concerned key executive for approval of the Chairman for training to our executives abroad with following details:-
- (i) Value of the new equipment/services, number of officers to be deputed and cost of training of officer(s).
  - (ii) Number of years the officer(s) have been in the previous assignment and their likely deployment in the next assignment.
  - (iii) Qualifications, age, date of joining ONGC and any medical disability
- 16.12.5 Necessary provisions relating to training of executives abroad as per 16.12.3 above will accordingly be made in the contract.

#### 16.12.5.1 Issuance of Form-C

In order to avoid unnecessary hardship to the vendors, all concerned should ensure that Central Sales Tax C-Forms are issued expeditiously to the suppliers as per the terms of PO/contract.

### **16.13 Customs/Excise Duty related issues**

#### 16.13.1 Deemed Export

- 16.13.1.1 The purchase of specified goods from domestic supplier/manufacturer for petroleum operations in the area where PEL/ML is issued on or after 01.04.1999 or for NELP Block under the procedure of ICB is covered under deemed export under para 8.2(f) of Foreign Trade Policy (FTP) in vogue. Accordingly, the supplier is eligible for exemptions from payment of excise duty under Sl. No. 336 of Central Excise NN 12/2012-CE dated 17th March 2012 subject to condition that ONGC should provide Recommendatory letter to DGH for issuing certificate that goods are essential for petroleum operation.
- 16.13.1.2 The supplier/manufacturer is also eligible for import of raw material for manufacturing of such specified goods subject to condition that ONGC issues Project Authority Certificate (PAC) which should indicate value of such material as per contract and its import component as declared by supplier/manufacturer in PAC (Appendix-27 of FTP).
- 16.13.1.3 PAC can also be issued to contractor with the name of subcontractor (s) . In such case the name of sub contractor (s) (manufacturer) and the item to be supplied by him along with import content should also be mentioned in the contract
- 16.13.1.4 In order to avoid misuse of items imported by domestic manufacturers against our Project Authority Certificate, all concerned will ensure that details of items to be imported by successful domestic bidder for manufacturing equipment for supply to ONGC are invariably incorporated in supply order/contracts).It will further be ensured that the value of such imported items does not exceed the foreign exchange component indicated by the domestic bidder in his bid.
- 16.13.1.5 Further, In the interest of avoiding hardship to the concerned party, 'Project Authority Certificate' will be sent along with detailed supply order
- 16.13.2 Availing 'CENVAT credit' by plants, assets and services
- 16.13.2.1 TC must deliberate on admissibility of 'CENVAT Credit' in every case and wherever admissible, 'CENVAT Credit' should be availed by ONGC.
- 16.13.2.2 ONGC is engaged in producing both exempted and dutiable goods. Crude Oil and Natural Gas produced by ONGC are exempted from payment of Excise Duty. Whereas, Excise Duty is leviable on some of the other Value Added Products (VAPs) produced (from the condensate) at various plants ( viz. Uran/Hazira/Ankleshwar etc.) On these dutiable goods, ONGC can avail 'CENVAT credit' in terms of following provisions of CENVAT Credit Rules:

- i. As per Rule-6(3A), manufacturer engaged in production of both exempted and dutiable goods and opting not to maintain separate books of accounts, credit of tax on inputs shall be availed proportionately based on turnover of dutiable goods to total turnover of goods (exempted plus dutiable). Accordingly, the plants (viz. Uran/Hazira/Ankleshwar etc.) which produce both exempted and dutiable products can avail CENVAT credit of duty/ tax paid on input and/or input service received in the plant in proportion to turnover of dutiable goods to total turnover of goods(exempted plus dutiable). As regards Western Offshore, the Assets and Services can avail 'CENVAT credit' and distribute the same to the plants (viz. Uran/Hazira), for utilization against payment of Excise Duty.
- ii. According to Rule-9, the manufacturer can avail 'CENVAT credit' of Service Tax on the basis of invoice issued by Service Provider (Contractor) under Rule-4A of Service Tax Rules-1994.

(MM/10/2016 dated 23.03.2016)

16.13.2.3 – Deleted -

#### 16.13.3 Availing of zero customs duty benefit

16.13.3.1 The instructions listed hereunder should be meticulously followed to avail Zero Customs duty benefit:

- (i) The Sections responsible for issue / renewal of PELs / MLs should intimate all concerned indentors as and when the PELs / MLs are issued / renewed.
- (ii) The indentors should furnish relevant information regarding availing of Zero Customs duty in case of eligible PEL/ML areas while forwarding the indents to concerned MM Sections.
- (iii) The MM Sections must clearly indicate eligibility for availing Nil Customs duty in all relevant tenders and Supply orders so that the aforesaid benefits are availed by the T&S office.

#### 16.13.4 Monitoring of goods imported against zero customs duty

(MM/04/2015 dated 28.04.2015)

16.13.4.1 As per sl No. 356, 358, & 359 of Custom Notification No. (NN) 12/2012-Cus dated 17<sup>th</sup> March 2012, import of specified goods (List 13 of notification 12/2012) required for petroleum operation in the area where Petroleum Exploration License (PEL)/Mining lease (ML) issued or renewed after 01.04.1999 or NELP block are exempted from custom duty. Each work center shall ensure that materials procured against Essentiality Certificate are not used for the purpose other than exploration purposes /petroleum operations under eligible PEL/ML and NELP block.

- 16.13.4.2 In case of procurement of Goods for exploration or exploitation activity in offshore where PEL/ML were issued prior to 01<sup>st</sup> April 1999 and custom duty exemption is not available and if such goods are manufactured in custom bonded area (section 65 of Custom Act), import of raw material for manufacturing of such goods is exempted from Custom duty under Sl. No. 357 of Custom NN 12/2012-Cus subject to submission of essentiality certificate from DGH. (ONGC needs to confirm in each case).
- 16.13.4.3 In case procurement is for PEL/ML area where license were issued prior to 01<sup>st</sup> April 1999 (Custom duty exemption not available) and ONGC provides EPCG License, import of raw material shall be exempted from Custom duty on the strength of Advance License under Deemed Export. However specific confirmation from ONGC is required in each case for providing EPCG License.
- 16.13.4.4 All imports and import clearance under the contract shall be done by the bidder and ONGC will not provide any assistance in this regard.
- 16.13.4.5 Notwithstanding what is stated above, the bidders should also consider the position in regard to import of goods as specified in list No. 13 of above notification against zero Customs Duty. ONGC is not liable in whatsoever manner, for the rejection of their claims for zero Customs Duty by any of the authorities including the DGH.
- 16.13.4.6 The recommendatory letter will be given only for those items which are either consumed during the execution of work or for those equipment/tools which are undertaken to be re-exported by the bidder. The recommendatory letter will not be issued when the bidder imports the equipment/tools on acquisition basis and does not undertake to re-export the same after the completion of the contract
- 16.13.4.7 Central Excise Act: The Exemption/refund of central Excise duty is available under para 8.3 (c) read with para 8.2(c) on the strength of EPCG License provided by ONGC. However specific confirmation from ONGC is required in each case.
- 16.13.4.8 As per clarification, Govt has allowed the transfer of imported goods from one eligible project to another project, subject to certain safeguards to prevent any misuse of this facility. In this regard, notification No. 28/2013-Customs, dated 16th May, 2013 provides as under for the transfer of equipment/goods for petroleum operation from one eligible PEL/ML to another:

(i) A certificate from Directorate General of Hydro Carbons in the Ministry of Petroleum and Natural Gas, Government of India, to the effect that the said goods may be transferred in the name of another sub-contractor of the licensee or another licensee or a sub-contractor of such licensee (hereinafter referred to as the 'transferee') and that the said goods are required for petroleum operations to be undertaken under eligible petroleum exploration or mining leases;

(ii) Undertaking from the transferee to comply with all the conditions of the notification, including that he shall pay duty, fine or penalty that may become payable, if any of the conditions of the notification are not complied with by himself, where he is the licensee or by the licensee of the transferee, where such transferee is a sub-contractor;

(iii) a certificate, in the case of eligible PEL/ML, that no foreign exchange remittance is made for the transfer of such goods undertaken by the transferee on behalf of the licensee or lessee, as the case may be: Provided that nothing contained in this sub-clause shall apply if such transferee is an Indian Company or Companies.

In view of above clarification, Govt has allowed transfer of goods imported without payment of custom duty under Sl. No 356/358/359 of Notification 12/2012-Cus for petroleum operation from one eligible PEL/ML to another or from One Licensee/ contractor of Licensee to another subject to production of the above documents. In this case, the contractor needs to provide copy of the above documents and also NOC/ undertaking given by ONGC at the time of import duly released by custom to ONGC as a proof of compliance,

Non compliance of these provisions will be treated as breach of contract. Further, ONGC shall intimate Custom, DGH regarding completion of the subject contract and non export of the equipments and also forfeit their performance bond..

16.13.4.9 Central Sale Tax (CST) Act : Under section 8 of CST Act, concessional rate of sale tax on interstate sale of goods required for use in mining or for use in manufacturing is available subject to ONGC provide 'Form C' to the contractor. Bidder to provide value of material to be procured on interstate sale basis in Bid , However, detail list of such material (limited to the value of interstate purchase provided in the bid) can be provided subsequently which shall form part of contract..

In case Indian supplier is not a manufacturer and purchasing goods from a registered dealer located outside the state of use, ONGC can avail the benefit of E1-E2 transaction by issuing Form C to the contractor.

#### 16.13.4.10 Compliance of Section 6A of CST Act 1956.

In accordance with the provisions under Section 6A of CST Act, 1956, in case of interstate transfer to goods, if the transferor claims that he is not liable to

pay CST on an interstate movement of goods due to the reason that it is not sale and the goods have been transferred inter-state to any other place of his business, then he has to produce Form F to his assessing authority duly signed by an officer of his other place of business failing which movement of such goods shall be deemed for all purposes as sale leviable to CST.

Hence, following guidelines in case of interstate movement of goods from one installation of ONGC to other or for job work or repair at third party's premises / workshop, should be followed:

- (i) The blank form-F shall be obtained by the transferee (i.e. goods receiving party) from sales tax authority in which the transferee is situated.
- (ii) Complete details of the material that have been received by the transferee of goods shall be indicated in the appropriate column of the Form-F. If space in F form is not adequate, a separate list may be firmly attached as annexure to form F giving details.
- (iii) The transferee of goods may issue a single consolidated declaration for the transfer of goods made by the concerned transferor work center during one calendar month.
- (iv) The declaration may also be given by way of annexure where there are many transfers made during the month.
- (v) The declaration in the aforesaid Form-F shall be got certified by the transferee from their jurisdictional sales tax authority and shall be forwarded to the transferor work centre after receipt of goods.
- (vi) The declaration in Form-F must be submitted to the jurisdictional sales tax department of the transferor work centre within three months after the end of the period to which the declaration pertains to.
- (vii) In cases where interstate transfer of goods are for purely job work where material are not used, and the service provider is not in position to issue "Form-F", the transferor work center should substantiate to the sales tax authorities by providing them transport documents (outward and inward delivery challans) that the movement of goods were not by way of sale.

#### **16.14 Submission of integrity pact and other documents by bidders**

- 16.14.1.1 IP will be applicable for all tenders valuing above Rs 1 crore only. In a case of procurement of goods from OEM decided that, in respect of cases pertaining to procurement of material/hiring of goods and services from OEM/OES/PAC basis, in case bidder does not agree to submit the Integrity Pact inspite of making all out efforts, then dispensation from the requirement of submission of Integrity Pact in such cases can be considered with the approval of the concerned Director.

- 16.14.1.2 IP will be executed on plain paper, irrespective of whether it is from foreign or Indian bidders.
- 16.14.1.3 Submission of incomplete IP documents with the tender should not lead to disqualification of the bidder. Such vendors should be asked to comply to all IP guidelines subsequently.
- 16.14.1.4 In cases of submission of IP without being properly signed by the authorized signatory or non-submission of IP in either manual tender or in e-procurement (where scanned copy is to be uploaded along with Techno-commercial bid and physical documents are to be submitted separately) bidder(s) may be asked to submit original copy of IP in physical form as deficient documents as per provisions of the MM Manual regarding seeking clarifications/submission of deficient documents by bidder(s). However, in case bidder(s) do not submit these documents, then such bids should be rejected.
- 16.14.1.5 Offers violating any of the provisions of the Integrity Pact should be rejected, without considering them for any relaxation/dispensation from the provisions of Integrity Pact. In exceptional circumstances, if it is considered essential to grant any relaxation/dispensation to the provisions of IP to any bidder, the issue should be referred to IEMs for their expert opinion on whether such relaxation/deviation can be accepted or not.

Note:

- (a) Curriculum Vitae of Independent External Monitors (IEMs) shall be placed permanently on the home page of ONGC's website [www.tenders.ongc.co.in](http://www.tenders.ongc.co.in)
- (b) The proforma of Integrity Pact shall be incorporated in the tender documents. The Integrity Pact shall be initially signed by an officer at the appropriate level (same as the level at which the contract for execution of supply order/work is to be signed, based on the estimated value of the tender). The same shall have to be returned by the bidder (along with technical bid), duly signed by the same signatory who signs the bid, i.e. who is duly authorized to sign the bid as per the Instructions to Bidders stipulated in the tender documents. All the pages of the Integrity Pact shall be duly signed by the ONGC's and Bidder's signatories.
- (c) The process for appointment of External Independent Monitor(s) shall be similar to Outside Expert Committee (OEC) and the C&MD of ONGC shall be the appointing authority.

(MM/03/2015 dated 15.04.2015)

(MM/11/2016 dated 05.04.2016)

- 16.14.1.6 Work Centers should not themselves ignore the advice of IEMs that are recorded and submitted by the IEMs to the work centre on various issues. In the event any of the advice of IEMs cannot be accepted, the case should be put up to EPC for its approval by the Work Center with full justification for the same.

In the interest of transparency, opinion of IEMs should be shared with the complainant. After receipt of the opinion of IEMs, Chief MM shall share the operative part of the IEMs opinion alongwith the conclusion part with the complainant. It may also be informed to the complainant that opinion of IEMs is non-binding in nature.

- 16.14.1.7 Bidders who have not submitted the POA should not be outrightly rejected. In such scenario, bidders may be asked to submit original POA as deficient document as a clarification as per laid down MM procedure. Further, non submission of POA after the final round of clarifications should lead to rejection of the bid. However, it should be ensured that the POA is given in the name of same person who signed the bid.

- 16.14.1.8 Purchase through full-fledged purchase formations

The officers of MM discipline who are attached to indenting section(s) to look after their stock functions should not carry out the purchase themselves.

- 16.14.1.9 Record and distribution of the communications /files received in MM Department through Dak system.

Utmost care should be taken to properly record and account for the communications received from various sources during tender processing. Further, in all e-procurement cases, clarification to be sought from the bidders or any other correspondence with bidders related to e-tenders should be uploaded on e-procurement portal and it should be insisted that bidders should submit their responses through e-procurement portal only avoiding submission of physical documents, unless the response necessitates submission of documents in physical form.

(MM/04/2015 dated 28.04.2015)

## 16.15 Accounting of Capital items.

- 16.15.1 Normally the officer to be declared as indenting officer for capital items should be Sectional Heads not below E-4 level. In case officer of E-4 level is not available, next junior officer will be declared as authorised indenter for assets control.



16.15.2 The authorised indenter will ensure maintenance of proper records for capital items received and distributed to actual users. In the event of transfer or retirement from service of ONGC of any officer/official, it must be recorded in 'No Objection Certificate by the concerned authorised Indenter that such officer has handed over the charge of the assets in his name and entry has **been** made accordingly in the records. Before issuing Clearance of dues of such officer(s) it shall be ensured that above requirement has been fulfilled by the concerned authorised Indenter.

## **17 Vendor Management**

### **17.1 Registration**

- 17.1.1 Suppliers / Contractors should be given the opportunity to register as an ONGC vendor. They will be provided with a login id and password on an ONGC document portal.
- 17.1.2 Each vendor can select from a list of items / services which it wants to supply and also a list of locations where they are going to deliver those items/ provide those service.
- 17.1.3 The document portal will include provisions to upload standard documents. Standard financial documents (e.g. income statement, cash flow statement) can be uploaded by the vendor once a year or whenever they are changed (financial year / other time period of change) and are used as an input to any tenders throughout the year.
- 17.1.4 In addition, the document portal will also include provisions to include technical documents (PO's etc.) of a specific category / item /service. This will also be updated by the vendor as and when required depending on the specific tender they want to apply to and also depending on the validity of the document. For the same item category, the documents can be taken from the document portal rather than asking from the vendor on each occasion.
- 17.1.5 In addition, each document should have a provision for verification- if a specific document (financial, commercial or technical) has been verified once by a TC team and the respective Level-1 authority, the MM representative of the specific TC can put an online verification for the document making it usable for all other subsequent tenders for the same category / item / service under the same category team in the future by other users (for as long as the document is valid and can be used). These verified documents, whenever they are still valid (based on timeline) should be used across ONGC for evaluating of tenders.
- 17.1.6 If a particular document has been evaluated by any work center, same can be downloaded from vendor's submitted bids for other tenders at work center, he has to indicate the same in the bid .In such cases the documents may not be asked again from the vendor.
- 17.1.7 In case a document has not been deemed approved, provision should be present in the system to remove the document from the portal and notify the vendor accordingly.

### **17.2 New vendor development**

- 17.2.1 ONGC may give out development order at its discretion for any category / item / service needed for oil field services that need new vendors.

- 17.2.2 The development order will need to meet the same requirement on delivery quality as other orders.
- 17.2.3 No preference on price should be given for development order. New development order player would be required to quote its price. In case its prices are lower than the L1 player, it will be required to supply at its quoted prices. If its quote is more than L1 player, it will be required to match the L1 price.
- 17.2.4 Development order shall be issued for a smaller quantity upto a maximum of 20% of quantity being tendered, as necessary to carry out field trial testing.
- 17.2.5 In case the bidder has satisfactorily completed development order for similar items in the past then the bidder does not have to satisfy experience criteria in the BEC.

### **17.3 Vendor Empanelment**

- 17.3.1 Vendor empanelment should be carried out as a practice for defined categories, items and services. Vendor empanelment can work along with other best practices including category management as well as best practices of tender execution such as quality and cost based selection (QCBS) or lowest cost based selection (L1).
- 17.3.2 The empanelment always occurs for a combination of vendor along with category, item or service. For items other than type A and type B , the provision to include the location of delivery of items / service should also be considered.
- 17.3.3 The empanelment of new vendors will be carried out by the category manager / MM team member and approved by the concerned Director .
- 17.3.4 Vendor empanelment will be for a period of 3 years and can be subsequently renewed in case the vendor performance is above the threshold set for de-empanelment.

De-empanelment of empanelment vendors may become necessary on account of various factors including poor vendor rating, bankruptcy, discontinuation of requisite certification like API certificate, etc. Approval of concerned Director shall be obtained for de-empanelment.

#### **17.3.5 Empanelment Process**

- a. Specific requirement in the particular category / item / service is identified.
  - i. In case item / services are covered under category management, this shall be executed by category manager. For items and services not covered under category management this is done by the MM team.

- ii. In case this item / service is covered under centralized procurement (A or B type), the centralized team will be responsible for carrying out empanelment of vendors based on requirement of respective work centre; Decision on empanelment for certain category to be approved by Director concerned
  - iii. In case, the item / service is not covered under centralized procurement (A or B type), the empanelment process will be done in decentralized manner. However, decision to go for empanelment for a certain category, upon request from any work center, to be approved by Director concerned; On approval, it is advisable that other work centers follow empanelment process for such categories unless work center specific reasons with respect to frequency of procurement or number of suppliers make it undesirable. The work centre empanelling vendors should post the details regarding empanelled vendors on the central website for the information of all other work centres.
  - iv. Inputs from the end user groups should be taken before finalizing requirement for vendor empanelment (by MM / category manager).
  - v. The empanelment of a vendor / contractor in ONGC shall only entitle him to be considered for issue of tender documents subject to the conditions laid down in the respective notice for invitation for empanelment. It shall not confer any right on him for award of work.
- b. Knowledge base for the specific category / item / service is built up using the following steps.
- i. Information from internal sources (SAP, in-charge MM's etc.)
  - ii. Information from external sources (Information available in public domain, market surveys etc.)
- c. Criteria for empanelment process
- i. Criteria for short-listing of vendors should include financial capability, technical capability, and quality and delivery performance criteria.
  - ii. Technical criteria for order fulfilment to be specified by the end user group / (s) - may include parameters like delivery quality, execution experience, and no. of projects of similar value range executed availability of the right employees and skills for execution of order, presence of facilities etc.
- d. Financial criteria: The net worth of the bidders should be positive at the time of empanelment. Others financial parameters in line with the criteria adopted in normal tender process shall be followed while

inviting tenders among the empanelled vendors. Empanelment shall not be done for a consortium / unincorporated JV / any other group of companies not existing as a separate legal entity. After finalization of empanelment criteria, the process open ICB tendering shall be followed for empanelment. Subsequent to empanelment limited tender shall invited among the empanelment bidders. The tender for empanelment as well as subsequent limited tenders shall be proceed through e-portal. Such limited tenders need not to be published again in tender website with PQC, since the original empanelment process has gone through ICB.

- e. The empanelment window for fresh empanelment shall be opened every year, say in the month of January and kept open for a 1 month period within which entries from potential new vendors should be obtained. Empanelment shall be completed within a 3 month period.
- f. The requests received from vendors for empanelment shall be evaluated by the respective groups namely Technical, MM or Category manager (wherever applicable)&Finance and recommendations for empanelment shall be put up to concerned Director through a TC consisting of I/c MM, I/c Finance & L-2 of indenting section.
- g. Relationship management with the vendor (for future involvement during delivery etc. or for activities like co-development) will be handled by the category manager in case item / services are covered under category management or by the same MM team member responsible for empanelment of items / services not covered under category management.

#### **17.4 Vendor Appraisal**

- 17.4.1 Vendor appraisal should be conducted for all vendors
- 17.4.2 Vendor appraisal will be carried out at two stages – tendering and order/contract execution. Thus the vendor who is awarded the contract will get two separate ratings, one for performance during tendering phase and second for performance during order/contract execution stage. All the other vendors who participate in the tender but are not awarded the contract or withdraw from the process midway will be given one rating only for performance during tendering phase.
- 17.4.3 Vendor appraisal will be used for the purpose of vendor selection for subsequent steps and also for the purpose of determining if empanelled vendors need to be de-empanelled.
- 17.4.4 All vendors will have two types of ratings (tendering and contract execution) which will be recorded. These Vendor ratings shall be included as technical criteria for evaluation of the bid in the next tender in the same category / item / service.

- 17.4.5 In addition, in QCBS bids, appropriate weights can also be assigned to vendor ratings to make the selection criteria more stringent. Separate weights shall be assigned to tendering rating and execution rating.
- 17.4.6 For first time new vendors, a rating of 7 will be allocated to them for both bidding and execution. This original rating will be used till the vendor has at least 3 ratings from which average can be taken.
- 17.4.7 Subsequent to their first tender participation, newer tendering rating will be compiled as  $(2/3) * 7 + (1/3) * \text{rating 1}$ . Similarly after their first delivery / project completion, newer execution ratings will be compiled as  $(2/3) * 7 + (1/3) * \text{rating 1}$
- 17.4.8 After the completion of the second tender/ project / delivery, newer ratings are compiled as  $(7 + \text{rating 1} + \text{rating 2}) / 3$ .
- 17.4.9 For vendors who are returning after holiday/ banning, the last vendor rating for the vendor in the system will be used.
- 17.4.10 For vendors who have not been selected for any project in the last 2 - 3 delivery cycle for the item, there last rating in any bid will be used as a rating any subsequent bids
- 17.4.11 Vendor Rating process
- a. For each activity after the notification period, adequate times should be defined.
  - b. After award of contract, timelines for all the project milestones along with net value impact (value preferably in terms of Net Present Value or any other proxy to incorporate milestone criticality along with milestone payment) are defined. Subsequent measurement of vendor performance happens on the basis of delivery in full against these timelines.
  - c. Vendor rating needs to be performed at 3 levels
    - i. For each milestone of a tender/project, performance of vendor is measured against delivery milestone
    - ii. For each tender/project, performance across all milestones are measured and combined using a measure of impact (NPV impact or criticality to overall project) to get an overall score for the entire tender/project
    - iii. For getting a final vendor rating which is a combination across multiple tenders/projects, average of all vendor ratings across different tenders/projects is taken for a time period which is equal to 3 times the standard delivery time for a contract in the specific category, item or service or 5 years whichever is lower
  - e. For the tendering phase, following milestones can be utilized

- i. Bid submission – Correct submission of all documents as stipulated in the tender document. Any request for extension for bid submission deadline will result in negative impact on vendor rating as explained below:

Score: Request for extension of TBO

11: No request for extension

9: Extension for 1 to 7 days

8: Extension for 8 to 15 days

5: Extension for more than 15 days

- ii. Bid validity, Bid withdrawal and unsolicited communication

Score of 11 if no there is not Bid Withdrawal, Correct Bid validity and No unsolicited communication from Bidder

Score of 0 if Bid is withdrawn or ONGC decides to cancel their bid due to non-compliance to tender conditions

Else, score will be affected negatively by 1 point for each transgression

For eg, if bid validity was incorrect but bidder changes it when ONGC asks them, their score will be reduced by 1 point.

For every unsolicited communication, their score will be reduced by 1 point.

- iii. Timely response to queries

Score: Delivery Timeline

11: No requirement of any clarifications

10: Acceptable response before the day of deadline

9: Acceptable response on the day of deadline

8: 1 day delay in Acceptable response

7: 2 day delay in Acceptable response

6: 3 day delay in Acceptable response

5: 4 day delay in Acceptable response

4: 5 day delay in Acceptable response

3: 6 day delay in Acceptable response

2: 7 day delay in Acceptable response

1: 8 day delay in Acceptable response

0: More than 8 day delay in Acceptable response

d. For each milestone in a project, clear timelines are defined. As far as possible, individual activities in a milestone for the vendor / contractor should have as few overlaps from external agencies and ONGC as possible.

i. Against each milestone timeline, date of final delivery of items / services are identified and scored according to the criteria mentioned below.

Score: Delivery Timeline

11: Better than on time delivery / execution

10: Delivery on time (upto 1% more or 1 day (whichever is more) than time allocated for the milestone

9: 1 - 10% delay (rounded to the nearest day) compared to milestone timeline

8: 10 - 20% delay (rounded to the nearest day) compared to milestone timeline

7: 20 - 30% delay (rounded to the nearest day) compared to milestone timeline

6: 30 - 50% delay (rounded to the nearest day) compared to milestone timeline

5: 50 - 70% delay (rounded to the nearest day) compared to milestone timeline

4: 70 - 100% delay (rounded to the nearest day) compared to milestone timeline

3: 100 - 150% delay (rounded to the nearest day) compared to milestone timeline

2: 150 - 200% delay (rounded to the nearest day) compared to milestone timeline

1: 200 - 300% delay (rounded to the nearest day) compared to milestone timeline



0: More than 300% delay (rounded to the nearest day) compared to milestone timeline

- ii. Quality of vendor output is incorporated in the overall criteria for vendor appraisal by ensuring that final delivery completion certificate should be handed only after the delivered item / service has been tested for quality and has passed the prescribed inspection norms.
- iii. Quality and inspection process needs to move from one time check at the time of delivery / milestone completion to a system of continuous quality check and inputs from continuous quality management should be used with empanelled vendors to work on methods to improve delivery and performance.

f. Overall Tender/Project Rating

Combination of different milestones to be carried out on the basis of value impact of the specific milestone step.

Only in cases where impact value of all milestones cannot be calculated, each step will be given scores in terms of criticality towards project deliverable (least critical step will be given a score of 1, most critical step will be given the maximum score - equal to the total number of milestones in the requirement) and the total project score will be calculated as a weighted average of all these milestone scores.

For the tender rating, the three milestones as defined in sub-clause(d) above can be accorded equal weights.

- g. Vendor response time for post contract issues will also be measured. Rating scale for post contract issues will be shared at the time of the closing delivery milestone.

17.4.12 All criteria for vendor rating will be shared upfront with the vendor at the time of tendering. No modification of vendor rating for a project will be allowed for a project which is already under execution.

17.4.13 The vendor rating formats for respective categories shall be developed by the respective MM team / Category manager dealing with the category / item / service and shall be approved by the concerned Director. The respective MM team / Category manager dealing with the category / item / service will be responsible for executing the vendor rating.

17.4.14 The vendor rating can also be linked to the IT system in case it is completely objective and can be mapped to the system.

17.4.15 Vendor Feedback and Co-Development

- a. In addition, to the formal rating process, a vendor feedback process will be carried out to facilitate execution / delivery without delays and actively

work with quality vendors to further improve on project / item / service metrics (cost, time, quality etc.)

- b. Each milestone step is divided into multiple checkpoints.

Checkpoints in any delivery / milestone will be after every 2 months (from the start of contract) or in case the milestone timeline is less than 6 months, the entire milestone will be divided into 3 equally timed checkpoints.

- c. At each checkpoint, stock of the progress of the current milestone will be taken, root causes or roadblocks for specific issues will be identified and plan for the next checkpoint stages, milestones, projects will be updated.
- d. Further, In charge MMs should fix one-day in a month for suppliers' complaints and resolution of issues. MM Depts. at Work Centre under the guidance of the Key Executive are also advised to hold "Interactive Meets" with the local vendors at least once in every year) to be used as a platform for interacting with the vendors for resolution of their issues/complaints and redressal of their grievances and to have better participation from local prospective bidders in tenders for incidental requirement., besides educating them about ONGC's tendering procedure. The expectations from the vendors against vital tender requirements and the common errors and lapses committed by the vendors should be highlighted during such "Interactive Meets with Vendors". Senior officers from all disciplines should participate in the meet. The issues requiring resolution at the local level should be addressed by taking suitable actions. However, any policy issues should be referred to PMC with the recommendations of the Work Centre duly endorsed by the Key Executive. Work Centres are advised to invite MSEs (including those owned by SC/ST entrepreneurs) of their locations for participating in such Periodical Interactive Meets with Vendors, for resolution of their issues, besides educating them about ONGC's tendering procedure.

## **17.5 Vendor Banning**

- 17.5.1 Removal from the approved list: The name of the contractor may be removed from the approved list of contractors, by the enlisting authority, if it:
  - a. has a rating below the cut-off rating of 4
  - b. has, on more than one occasion, failed to execute a contract or has executed it unsatisfactorily; or
  - c. is proved to be responsible for constructional in two or more separate instances; or
  - c. If persistently violates any important conditions of the contract; or

- d. Fails to abide by the conditions of empanelment; or
- e. Is found to have given false particulars at the time of empanelment; or
- f. Has indulged in any type of forgery or falsification of records; or
- g. Changes constitution of the firm or Individual without prior approval of the empanelment authority; or
- h. Is declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or
- i. Persistently violates the labour regulations and rules; or
- j. Is involved in complaints of serious nature received from other departments which prima facie appear to be true.
- k. transgresses relevant provisions of Integrity Pact
- l. Fraudulent activity, wilful mis-conduct, mis-representation, mis-declaration, security considerations including loyalty to state, adverse vigilance or CBI report, Govt. instructions, etc
- m. If proprietor of the firm, its employee(s), partner(s) or representative(s) is/are convicted by a court of law following prosecution by the CBI or under normal process of law for offences involving moral turpitude in relation to business dealings
- n. If there is strong justification for believing proprietor or employees or representatives of firm have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or default in payment of any tax levied by law.
- o. If the firm contumaciously refuses to return Govt./ONGC's dues without showing adequate cause and Govt./ONGC are satisfied that this is not due to a reasonable dispute which would attract proceeding in arbitration or court of law.
- p. If the firm employs a Govt./ONGC employee, dismissed/removed on account of corruption, or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt Govt./ONGC employees.

#### 17.5.2 Vendor Banning Process

(MM/02/2015 dated 08.04.2015)

The Committee of Directors consisting of concerned Director, Director-I/c MM and Director (F) shall be competent for approving proposals for banning of business dealings with erring vendors. Chief MM shall be the nodal officer to assist this Committee and all the proposals from the Work Centre shall be first

scrutinized by Chief MM before they are put up to the committee of Directors. The Committee of Directors can refer the case for banning of business dealings with an erring vendor to EPC after obtaining the approval of CMD only in case if business dealings with a major vendor who is involved in various areas of operations of ONGC is proposed to be banned and if banning of business dealings with that vendor could have a major impact on ONGC's operations.

Following process shall be followed for the purpose of banning any vendor:

- a. In case it is decided to suspend business dealing with the defaulting supplier/contractor, the Key Executive at the Work Center shall submit the case to the concerned Director for approval for initiating banning process against the erring firm. The concerned Key Executive while submitting the case to the concerned Director for initiating banning process against the erring firm shall also nominate an Enquiry Officer and obtain approval of the concerned Director. The Enquiry Officer shall not be less than the E-6 level executive (who did not handle the case in any capacity) for conducting the proceedings in a quasi-judicial capacity
- b. Consequent to obtaining approval for suspension of business dealings, communication shall be sent to the supplier/contractor conveying suspension of business dealings with him pending completion of inquiry. This communication should clearly indicate the reasons for the same and specify that after completion of inquiry, if it is found that the fault is on the part of the Supplier/Contractor, then they shall be put on holiday [i.e. neither any tender enquiry will be issued to such a Supplier by ONGC against any type of tender nor their offer will be considered by ONGC against any ongoing tender(s) where contract between ONGC and that particular Contractor (as a bidder) has not been concluded] for a period of two years. This communication should be issued by I/c-MM for cases pertaining to MM and concerned Level-II for cases pertaining to other departments, by Registered Post with authenticated acknowledgement
- c. Simultaneously, inquiry shall be conducted by ONGC(through the enquiry officer appointed), in quasi judicial manner but during the period inquiry is being conducted, business dealings with the defaulting supplier/contractor shall remain suspended i.e. ONGC shall neither issue any tender enquiry to him nor shall consider his offer in any ongoing tender
- d. The Enquiry Officer shall issue legally vetted show cause notice to the firm by Registered Post with authenticated acknowledgement. Show Cause Notice should bring out allegations and asking why business dealings with the firm should not be banned. The Enquiry Officer shall also monitor receipt of reply in given time and shall submit the inquiry report to the Key Executive of the Work Center. While submitting the inquiry report, Enquiry Officer shall also suggest the period of banning

business dealings with the erring firm depending upon the gravity of the offence committed by the firm.

- e. Enquiry Officer shall ensure that enquiry process for banning of business dealings with erring vendor is completed within 4 months from the date of his appointment as Enquiry Officer. Further, it would be ensured that final banning order is issued within 2 weeks from completion of enquiry process.
- f. The Key Executive shall peruse the inquiry report along with the replies submitted by the firm and all other related documents of the subject case. In case the recommendations of Enquiry Officer are in line with the decision of concerned Director for initiating banning process, recorded earlier, Key Executive shall submit the case through the Legal Section of the concerned Work Centre and Chief- Legal Services to Chief MM Services for obtaining approval of the Committee of Directors for issuing the banning order. However, where based on the findings/recommendation of the Enquiry Officer and the replies submitted by the firm and all other related documents of the subject case, a review of the decision is required, then the Key Executive of the work center shall submit the case to concerned Director for reconsideration with due justification along with recommendations.
- g. After obtaining approval of the committee of Directors, the Key Executive of the Work Centre shall issue the order for banning of the firm. While issuing the banning orders it should be ensured that banning order is a speaking order, highlighting explicitly the vendor code, the reasons for banning and the same should be duly vetted by the Legal Section of the concerned Work Centre. Work Centre should ensure proper service of the banning order by Registered Post with authenticated acknowledgement.
- h. Banning period shall be counted from the date of issue of initial order of suspension of business dealings so that effective period of banning remains same as stipulated period / period approved by Competent Authority
- i. For effective implementation of the these provisions, the concerned Work Centre shall send a copy of the communication which has been addressed to the vendor suspending business dealings with him/banning them (along with the copy of approval of concerned approving authority) to PMC-Corporate-MM along with the vendor code(s) of the defaulting supplier/Contractor for uploading the same on the MM web-site under "Names of Erring vendors with whom Business dealings have been suspended/Banned" and blocking the vendor code of the concerned vendor in the ICE system.
- j. On conclusion of inquiry, if it is decided not to ban business dealings with the supplier/contractor, then work centre shall immediately revoke the suspension order and convey this decision to the Supplier by Registered

Post with authenticated acknowledgement. This decision should also be conveyed to PMC Section for removing the name of the firms from the List of firms with whom business dealings have been suspended, appearing on the website

- k. Initiating banning process where decision has been recorded by CMD in a file to process the banning action on a firm: In such cases, consequent to CMD's decision to initiate proceedings for banning business dealings with a firm, the concerned Key Executive at the Work Center shall process implementation of the decision without any back reference to the field etc. for initiation of a de-novo case and immediately initiate the proceedings for banning of business dealings with the firm as per prescribed methodology mentioned above and shall be completed in maximum 45 days from the date of CMD's orders.
- l. Wherever forgeries have been established, criminal proceedings should also be initiated by the work centre against those erring firms against whom criminal misconduct has been established besides other action as per terms & conditions of the tender/contract.
- m. Banning order are to be issued for banning of the erring firm along with its allied concern, partner or associate or director or proprietor involved in any capacity etc. Such entities already operating in ONGC should be identified by Work Centers to the extent possible and their corresponding vendor codes should also be intimated to VM Cell for blocking
- n. The guidelines on suspension of business dealing with a firm as per clause 17.5.2-a above shall be applicable in case of termination of Contract due to unsatisfactory performance, insolvency of the firm, delay in mobilization , and / or annulment of the contract due to non-submission of Performance Security, provided the related provisions have been incorporated in the tender/contract conditions.

## **18 Claims and Warranties**

### **18.1 Warranty and Guarantee**

- 18.1.1 Warranty and Guarantee for equipments and LSTK / Projects will be as per provisions mentioned in Tender Document.
- 18.1.2 The details for Bank Guarantee for warranty in case of equipment and LSTK / Projects will also be as mentioned in the Tender Document.
- 18.1.3 All software may be procured without any warranty. The tenders for procurement of software should be invited along with its AMC wherever required. It should be clearly stipulated in the BEC that value of the AMC shall also be taken into account for evaluation along with that of the software. Annual Maintenance Contract (on base price) should be entered into from the next day of successful installation, commissioning and acceptance of the software. In addition, a provision should also be made in the tender and the contract that AMC can be terminated by ONGC at its discretion by serving an advance notice of 30 days.
- 18.1.4 After placement of order/contract, simultaneous action should be initiated for completing "Site Readiness" for installation and commissioning (including civil work, electrical connections, and consumables etc., which are to be arranged by ONGC as per contract terms) well in time. The indentor / project coordinator should ensure timely installation and commissioning of the equipments so that warranty period of minimum 12 months is fully availed after the date of installation and commissioning.
- 18.1.5 In individual cases, wherever it is anticipated that longer period would be required for completing installation and commissioning job, suitable provisions in respect of the same should be incorporated separately in the special conditions of tender/contract so that warranty period of minimum 12 months is available after the date of installation and commissioning of the equipment.
- 18.1.6 In case the installation and commissioning is delayed on account of the supplier/contractor, necessary extension in warranty period (so as to ensure availability of warranty for a minimum period of 12 months from the date of installation and commissioning) should be obtained from the supplier/contractor at no extra cost, before final acceptance of the goods/equipment/project after installation and commissioning

### **18.2 Liquidated Damages / Cancellation Clause**

- 18.2.1 No liquidated damages clause will be inserted in contracts / supply orders for purchases upto Rs.1 lakh. For other contracts LD should be used.
- 18.2.2 For OEM spares, OEM services, Proprietary chemicals and other articles of proprietary, LD should not be used. However, in case of AMCs, LD shall be imposed.

18.2.3 Liquidated Damages / Failure and Termination Clause will be as per terms mentioned in the general conditions of the contract and special conditions of the contract.

18.2.4 LD will be imposed on the total value of the order unless 75% of the value ordered is supplied within the stipulated delivery period. Where 75% of the value ordered has been supplied within stipulated delivery period, LD will be imposed on the order value of delayed supply(ies). However, where in judgment of ONGC, the supply of partial quantity does not fulfil the operating need, LD will be imposed on full value of the supply order. However, in cases involving supply to multiple consignees/port consignees, Work Centre to frame a suitable clause for levy of L/D on consignee/port consignee wise basis. The due dates for supply of each item/quantities on consignee/ port consignee wise should be specified and LD should be levied for delay in supplies beyond the dates specified for respective items/ quantities on consignee/port wise value. For calculation of LD, Service will be deemed to have been delivered only when all components and parts are also delivered so that the entire work unit / service unit can be operated or executed as a whole. If certain components are not delivered in time, the services, will be considered as delayed until such time all the missing parts are also delivered.

Any change in deadline of delivery / mobilization / completion, copies of letter authorizing extension of delivery/ mobilization/ completion date should be endorsed to the following (i) Indenting Officer

(ii) Quality Assurance Department

(iii) Consignee

(iv) Finance and Accounts Officer

18.2.5 Following procedure shall be followed for grant of extension of Delivery / Mobilization / Completion date

a. In cases where the delivery/ work is not likely to be completed as per original schedule, and cancellation/ termination of contract is not contemplated, the time of delivery/ completion should be suitably extended as per instructions given here under, before the expiry date of mobilization/ delivery/ completion, in order that the contract shall continue to be in force and the contractor remains liable to execute the contract.

b. Any extension due to entire delay being solely on account of contractor / supplier will be decided by Competent Purchase Authority, on recommendation by the indenter (& MM, if tender was processed by MM-dept.). This extension will be with levy of LD as per the terms of contract, provided the indenter confirms continued existence of the requirement. No tender committee is required in this case. No financial concurrence is required. Normally, such extension will be communicated to the contractor in the format given in Appendix 4. For cases falling under the



powers of EPC such extension shall be granted with the approval of concerned Director.

Provisions for penalization including vendor ratings should be exercised if delay or extension is required due to faults attributable to the contractor.

- c. Any extension, where delay in part may be on account of ONGC, will be granted by the Competent Purchase Authority, on recommendation by the indenter (& MM, if tender was processed by MM-dept.) with ONGC reserving right to levy LD, provided the indenter confirms continued existence of the requirement. No tender committee is required for such decision. No financial concurrence is required. Normally, such extension will be communicated to the contractor in the format given at Appendix 5. For cases falling under the powers of EPC, such extension shall be granted with approval of concerned Director.

The amount of LD shall be withheld on the proportionate basis, by finance, from the bills of supplier/contractor, while releasing payments for delays.

(MM/04/2015 dated 28.04.2015)

In case of LSTK contracts, on completion of delivery /work, the delay would be examined by TC (based on the joint statement duly signed by both ONGC and Contractor which will be prepared by User at the level of TC. Concerned Level-II Officer of indenting department shall have full powers in this respect) and the quantum of LD will be approved by the CPA on recommendation of TC.

In case of material and services quantum of LD shall be recommended by TC considering the extent of delay attributable to contractor.

Proposal for time extensions shall then be considered by the Competent Purchase Authority for approval on recommendation by the Tender Committee regarding quantum of LD for the delay attributable to the contractor. For cases falling under the powers of EPC, time extensions can be granted with the approval of concerned Director, if (i) the LD rate is as per provisions of Supply Order/Contract and (ii) delay attributed to the contractor is not condoned either in part or full.

(MM/10/2016 dated 23.03.2016)

d. – Deleted -

- e. Notwithstanding anything stated in the foregoing paras, as a rule, no extension should be given for a period of more than one year beyond the originally scheduled date of delivery/mobilization/completion date. The delivery date extensions for more than one year beyond the original schedule shall require approval of CPA not below L-1. In cases where EPC is CPA, Director concerned shall approve such proposal. However,

in respect of OEM cases irrespective of Value L-1 executive shall have full powers to approve extension of delivery date.

(MM/04/2015 dated 28.04.2015)

- f. Seeking approval for extension in delivery/mobilization/completion period on ex-post facto basis should be avoided, as far as possible and that extension, if any, in delivery/mobilization/completion period should be given to the contractor before the expiry date of mobilization/delivery/completion after obtaining approval of the competent authority. However, in exceptional circumstances, if extension in delivery/mobilization/completion period is not given before the expiry of the delivery/mobilization/completion period, in such cases, ex-post facto approval for extension of delivery/mobilization/completion period can be accorded by the authority as per delegation already provided in the MM Manual. In such cases, detailed reasons and justification should be brought out while obtaining the approval of the competent authority
- g. Normally the cases involving extension due to delay on account of contractor/supplier shall be considered with levy of LD at the rate as per contract terms and without condoning any delay attributed to the contractor. However, in compelling circumstances beyond the control of supplier/vendor, a holistic view may be taken for considering waiver of Liquidated Damages. Any proposal, with full justifications, for waiver of LD rate in such cases, and/or condonation of delays attributed to contractor shall require the approval of Competent Purchase Authority not below L1 (Concerned Director, for EPC level cases), on the recommendations of Tender Committee.
- h. The aforesaid provisions shall be applicable even if the contract has a provision for automatic termination on account of delay in delivery.

(MM/04/2015 dated 28.04.2015)

- i. In LSTK projects, material and services where delay is solely attributable to ONGC, the reasons for delay should be adequately brought out in the TC minutes. Under such circumstances, Competent Purchase Authority (CPA) may grant extension of completion period to the extent of such delay is attributable to ONGC, without imposing liquidated damages. In cases where EPC is CPA, Director concerned may approve such proposal.

#### 18.2.6 Review of decision to impose LD

In case Competent Purchase Authority finds it necessary to revise his own earlier decision imposing LD and to waive recovery thereof, he should obtain the approval of the next higher authority for doing so. The cases falling under powers of EPC will be approved by EPC.

(MM/10/2016 dated 23.03.2016)

- 18.2.7 If in a contract containing provisions for releasing the withheld amount of LD against submission of Bank Guarantee, it is decided to release the amount of withheld LD against BG, then it is to be ensured that the Bank Guarantee submitted by the contractor remains valid till the final settlement of the issue regarding levy of LD. As regards ensuring the validity of BG till final settlement of the issue, though primarily it is the responsibility of the dealing MM officer, but the Head of the MM department should also regularly monitor the validity of BG to ensure that it remains valid till final settlement of the issue regarding levy of LD.
- 18.2.8 Liquidated damages will be calculated on the basis of supply order price of materials excluding duties and taxes, where such duties/taxes have been shown separately in contract/supply order. In case of service contracts LD will be calculated on the basis of annual contract value excluding duties and taxes, where such duties/taxes have been shown separately in the contract

## **19 Change Orders**

### **19.1 Definition**

- 19.1.1 Change order will be applicable in all the LSTK/EPC contracts for Offshore/Onshore Projects, repair and revamp projects and other works including the dry docking and major overhauling of vessel/equipments. A change order will be initiated only in case
- (i) the Company directs in writing the Contractor to include any addition or deletion to the scope of work
  - (ii) Contractor requests to delete any part of the Work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the Company
  - (iii) the Company directs in writing the Contractor to incorporate changes or additions to the Design Criteria requirements covered in the Contract.
  - (iv) Any other contractual change leading to cost benefit as per contract terms (negative change order)

### **19.2 Change order process**

- 19.2.1 Any change/extra work not covered under current contract is identified. This requirement can be in terms of points (i) to (iv) in para 19.1.
- 19.2.2 Once such requirement has been identified, in case the supplier / contractor is in a position to deliver the additional items / execute the additional works, the detailed technical assessment related to the requirement is carried out by the supplier / contractor and is finalized between the ONGC representative and the supplier / contractor.
- In case of additional goods, the finalization may involve indicative timelines for delivery.
- In case of change in scope of work, the finalization may involve detailed technical requirements / design needed for executing the work.
- 19.2.3 In case of reduction in requirement, the detailed technical assessment indicating why the work can be removed is carried out by the supplier contractor and is finalized between ONGC representative and the supplier /contractor.
- 19.2.4 The supplier / contractor provide initial cost estimation (addition / reduction) for executing the change order.
- 19.2.5 In case the change order leads to increase in cost, the Competent Authority for approval of this change order is decided on the basis of para 19.2.9 below.

In case the change order leads to reduction in cost, the competent authority for the approval is the same as the competent authority for the original work.

- 19.2.6 No approval to go ahead with the extra work/change order shall be given without approval from Competent Authority(including that of initial cost estimate). After the approval has been obtained from the relevant Competent Authority, the go - ahead can be given to the supplier / contractor for initiating execution on the new requirement.
- 19.2.7 The detailed change order proposal with cost and time impact shall be obtained from the contractor and put up by the Project Manager/ Project Coordinator along with the consultant's views for deliberation and recommendation of TC for final approval of the competent authority mentioned at 19.2.9 below.. After the approval of the appropriate authority as at 19.2.9 below, all such change orders shall then be issued by the Contract signing authority. Such approval shall be conveyed to the contractor based on the recommendations of TC duly approved by appropriate Authority as mentioned above. Adequate justification for the quote provided in case of purchase of material should also be taken from the contractor.
- 19.2.8 The final cost will not exceed the initial estimated cost. Initial estimated time/COST impact indicated by Contractor shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. However, in case of negative change order/cost benefit, the initial cost benefit so indicated shall be considered as the datum & final cost shall not be lower than the same.
- 19.2.9 Administrative/ Technical and Financial Powers for Approval of Change Orders will be as per BDP

Notes:

- a. Approval of the competent authority as mentioned above needs to be obtained before authorizing the contractor to go ahead with execution of the Change Order. However, in exceptional situations where there is an urgency or emergency, authorization to go ahead for executing the change order should be obtained with the approval of the concerned Director for all cases including EPC level cases. However, even in this case, an interim cost estimate has to be provided. The final cost estimate cannot be more than of this initial cost estimate. At the same time, action should be initiated concurrently to prepare cost estimates for finalizing the value of the Change Order.
- b. The formal amendment to the contract can be issued only after obtaining due financial expenditure sanction for the revised estimate in case change order results in increase in cost.
- c. These powers shall be exercised within the overall sanction accorded.

- d. In case of increase in total cost, additional expenditure sanction shall be obtained from the Competent Authority. If increase is more than 10% of the contract value, Expenditure Sanction of the Competent Authority shall be obtained as per BDP
- e. Shifting of contractual completion date due to change order and change orders having impact on overall project completion schedule shall also need approval of Competent Purchase Authority ( who has approved the original contract award), not below the authorities mentioned above.
- f. TC to be held
- g. In case of variation of quantities during the execution of the contract for executing the contracted scope of work and if unit rates for such items are available in the contract, then such variation in quantity shall not be considered as change order. In case the sum of the cumulative absolute value of all positive variation of quantities and cumulative absolute value of all negative variation of quantities is upto 10% of the total contract value, then level-1 executive is authorized to accord approval of all cases including EPC level cases. For such cases exceeding 10% of the original contract value, concerned Director shall have full powers.
- h. These powers under change order procedure are applicable only in LSTK contract including dry-docking for rigs/vessels and contracts involving revamping and refurbishing of equipments/facilities. Variation in quantities where items rates are available are applicable in other cases.
- i. All new / fresh works or any additional work not appearing in the scope of work define in the contract shall be considered as positive change orders.
- j. In case during the project execution stage, it is established that a negative change order is required due to deletion of scope of work/change in design criterion/specification etc acceptable to company, Change order procedure shall be followed. Payment schedule for change orders shall be progressive and milestone based, which will be decided mutually during the change order finalization However, for negative change order, the cost benefit shall be recovered from the first available invoice after finalization of the change order and the same being conveyed to the contractor. In case of delay in the finalization of negative change order after tentative cost estimate was agreed, company may withhold the tentative cost estimate or the estimated cost by company, whichever is higher, pending finalization.
- k. In case proposed change order involves purchase of material (other than OEM spares) then prior to finalizing purchase, the contractor should provide at least 3 offers in respect of the material proposed to be procured, for approval of ONGC. Such approval shall be conveyed to the contractor based on the recommendations of TC duly approved by

Competent Authority as per BDP. If less than 3 offers are provided, adequate justification shall be given as to what are the reasons for the same.

### **19.3 Variation in Quantity**

#### 19.3.1 Variation in quantity of items / services

(MM/10/2016 dated 23.03.2016)

- a. If the contract has been closed/executed, no change in quantity / requirement is allowed.
- b. – Deleted -
- c. If item rates are available quantity variation upto 10% (increase or decrease) is allowed without approvals. For any additional variation, approval from the CPA (under whose powers the modified amount in the contract will fall) will be needed.
- d. If rates for the items are not available, no quantity variation will be allowed and the change order procedure will be followed.

#### 19.3.2 Variation in requirement due to change in scope / additional requirement, or non availability of rates for quantity variation needs to follow the change order process of cost estimation

#### 19.3.3 Item Rate/Percentage Rate Contracts.

In the case of Item Rate/Percentage Rate tenders, the following procedures will be adopted in the finalization of rates for change in item quantity in case item rate are available

##### 19.3.3.1 Variation in quantities of items, i.e. where there is increase or decrease in the quantities of items in the contract.

- a. Variation beyond  $\pm 10\%$  of the stipulated quantities of individual items in the contract shall require the approval of CA.
- b. The rates payable for the variations up to 25% in respect of individual items in the contract shall be as per the contract rates.
- c. The rates payable for variations in quantities in excess of 25% in respect of individual items shall be worked out at market rates prevailing at the time of commencement of execution of these items.

##### 19.3.3.2 Extra /Substituted Items

- a. Extra items of work are items, which are completely new and in addition to the items in the contract. Substituted items are items which are taken up in lieu of those already provided in the contract.

- b. The powers to accord Technical sanction for extra and substituted items shall be as per BDP. The officers while exercising these powers shall obtain the Administrative approval from the authority who accorded Technical sanction for the project. Where the excess is due to substituted items, the algebraic difference between the contract and substituted item shall only be considered for the excess amount (for accord of TS).
- c. The rates for the extra items shall be worked out at market rates prevailing at the time of commencement of execution of these items. For each additional item, multiple BQs can be used as a means to identify going rate in case no rate for the item is available in the existing contract.
- d. For substituted items, the contract rate of the original item will be adjusted for the difference in market rates (prevailing at the time of commencement of execution of these items) of original and substituted items.

#### **19.4 Payment Schedule**

- 19.4.1 The payment schedule for change orders will be linked to individual milestones similar to the manner in which payments are made for normal contracts.
- 19.4.2 The payment schedule can only be made after the complete change order has been approved and the negotiations on price for the change order have been completed with the suppliers / contractors.
- 19.4.3 In case cumulative change orders cause the final value to increase by more than 15% of initial tender value, then PS should be obtained for higher amount. However, if the change in final value is less than 15%, then further PS is not required to be taken.



## **20 Purchase Order Tracking Process**

### **20.1 Purchase Order**

#### 20.1.1 Distribution of copies of purchase orders

The distribution of purchase order copies will be made as under:-

- a. Firm (two copies - one copy has to be received back duly acknowledged by the firm). These will be sent under registered forwarding letter. Scanned copy of PO/contract shall be uploaded in SAP under documents link of the PO/contract and the following offices shall be informed:
  - i) Ultimate Consignee (s)- For being ready to receive the material
  - ii) Port Consignee / T&S (for imported materials only).
  - iii) Materials Management (Stock) of ultimate consignee along with approved samples, if any.
  - iv) Finance & Accounts Officer concerned
  - v) Indentor (Tech. Dept. concerned as well as Head when requirements are consolidated at Headquarters) -For information and for obtaining Essentiality Certificate and also to provide nexus documents to EPCG Cell wherever applicable
  - vi) Quality Assurance Department
  - vii) EPCG cell, in case benefits under EPCG scheme are to be availed.
  - viii) Standardization Group (in case of PO for Capital item)

### **20.2 Follow up of purchase orders**

- 20.2.1 After the purchase order is issued, the MM department will follow up the order so that supply is received in time to ultimate consignee.

(MM/04/2015 dated 28.04.2015)

20.2.2 - Para Deleted -

### **20.3 Other clauses for delivery**

- 20.3.1 On completion of delivery/work, vendor rating will be assigned on the basis of delivery performance for the contract, by the concerned Level-II Officer of indenting department. This will be communicated to the vendor relationship manager (category manager or MM person in charge).

- 20.3.2 Wherever the contract is concluded on the basis of approved sample either for quality or for shade or for makeup, the approved sample, duly signed and stamped by concerned purchase officer, will be sent to concerned QA Department along with relevant supply order. On the approved sample, supply order number and date of firm's name will be indicated by concerned purchase department before sending the same to QA department. Date of sending sample(s) to QA dept. will also be noted by Purchase dept.
- 20.3.3 The QA department will maintain record of samples indicating order number and date, date of receipt of sample, party from whom the sample was received, description of item, quality of sample, date of inspection and date of completion of supplies.
- 20.3.4 Samples of unsuccessful bidders shall be returned after finalisation of the tender provided the same is not consumed during testing.

#### **20.4 Shipping order placement**

(MM/132/2016 dated 13.04.2016)

- 20.4.1 For ICB/ LICB tenders, MM Department will directly place the orders on CFR basis. In case the order is to be placed on CIF basis due to any reason, insurance cover should be on warehouse to warehouse basis and should be valid up to 90 days from the date of discharge of the cargo at port/airport. For orders not on CIF basis, marine insurance of imported cargo and insurance during the transit upto warehouse of ultimate consignee shall be arranged by concerned T&S office of ONGC.

In case of Import of goods against single tenders from OEM/OES, PAC, nomination basis, freight rates along with complete contact details of the authorised freight forwarder of M/s SCI for shipment from the respective port of shipment shall be obtained from the authorised persons nominated by M/s Shipping Corporation of India, as per Appendix-3 of Circular No. 20 dated 13.04.2016 as amended from time to time. In case freight charges quoted by SCI are lower than the quoted freight by the vendor, then order will be placed on FOB basis. Otherwise, order will be placed on CFR basis. However approval on nomination basis shall be required for arranging shipment through SCI.

- 20.4.2 When freight is finalised with SCI, the amount of freight payable with break up, if any, may be indicated separately in PO along with SCI Ref. No. for correct and timely payment of freight by T&S. Copy of correspondence made with SCI will be sent to T&S along with the PO.
- 20.4.3 In case of containerized cargo, 14 days detention free period by Shipping company should be obtained and the same got endorsed on the Bill of Lading.

- 20.4.4 Upon receipt of Purchase Order and delivery schedule of material, Indentor shall proactively arrange for documents like invoice etc. for application of Essentiality Certificate and arrange to despatch the EC and import license(for restricted items) to T&S office at least 3 days before arrival of shipment at port of discharge.
- 20.4.5 Upon receipt of Purchase Order and related documents from Indentor, EPCG cell shall promptly apply and obtain EPCG Licence and forward the same to T&S at least 3 days before arrival of shipment at port of discharge.
- a. Application to DGFT for issue of EPCG authorization shall be made for capital goods where the value of the POs/Contracts is more than Rs. 25.00 lakhs and for spares if the value is more than Rs. 50 lakhs subject to receipt of required documentations. Such benefits are applicable for both Non PEL/ML areas and PEL/ML areas.
  - b. DFCE/Target plus certificate may be utilized for customs clearance of POs/Contracts valued above Rs. 2.00 lakhs subject to required documents till the Duty free Credit Certificate are available. However, POs/LSTK contracts below Rs. 2.00 lakhs may be cleared under merit rate of Customs Duty.
- 20.4.6 Delivery of the cargo is possible on presentation of original Negotiable Bill of Lading. After shipment of goods, Purchase section shall co-ordinate with supplier and Finance Wing for timely release of negotiable documents through Bank and forwarding the same to T&S for obtaining delivery of the cargo.
- 20.4.7 PO must reflect all line items for delivery cost of material such as Material Cost, Freight, Insurance, Custom duty, Port Charges and Handling charges. In addition PO will contain contact details of indentor and port consignee.

## **20.5 Air freight**

- 20.5.1 The item of import is delicate in nature and ocean transportation may cause damage to item in transport.
- 20.5.2 There is extreme urgency in the imports of items in question and the exigencies of the situation warrant air freighting.
- 20.5.3 Air freighting charges are cheaper than ocean freighting charges.
- 20.5.4 The volumes / size of import are so small or the nature of the item is so sensitive that air freighting would be more expedient or appropriate than ocean freighting.
- 20.5.5 Sanction for Air freighting indicating the estimated amount of freight payable will be taken by the user department from the concerned key executive in consultation with attached Finance at the time of PR creation, except in case of 20.5.3 where the MM can take the decision at the time of tendering.

20.5.6 In case of Air Freightage following actions should be taken to expedite clearance of material from customs to minimize demurrage

- i. Indentor to expedite Essentiality Certificate at least three days before arrival of materials.
- ii. To expedite a set of shipping documents comprising copy Airway Bill, invoice, Packing List to port consignee by the supplier or their Indian Agent at least three days before arrival of materials. The necessary provision to be made in supply order accordingly.
- iii. MM dept. to send copy of purchase order to Port Consignee immediately on its placement.
- iv. MM dept. & Finance dept. to expedite Bank- Release Order to Port Consignee on or before arrival of the material at airport for taking immediately the delivery of consignment to avoid accumulation of demurrage for want of it even after completion of all other customs formalities.
- v. Indentor to arrange and provide import license for restricted item before arrival of the material.
- vi. MM / indentor to convey approval for clearance of short shipped or warranty replacement items before arrival at airport and advise the suppliers to send advance set of documents like Airway bill, invoice & packing list, three days before arrival to Port Consignee to facilitate clearance of material. Essentiality Certificate or duty on merit approval is also to be forwarded or intimated to T&S office in advance i.e. before arrival of cargo to avoid delay & demurrage.
- vii. The material air freighted from abroad should further be air lifted to ultimate consignee / nearby air base. Therefore, all concerned will ensure that in case of air freightage of material from abroad, approval of CA is invariably obtained and necessary provisions made in supply order in future for air freightage of material from port consignee to ultimate consignee/nearby air base of ultimate consignee.

Note common for 20.4 and 20.5

- (i) All purchase orders should invariably contain address(es) and fax number(s) of the port consignee(s)-T&S, ONGC with condition on main body of PO that "The supplier must ensure incorporation of the address(es) and fax number(s) of the port consignee(s)-T&S, ONGC in the Air Way Bill itself.
- (ii) Unless the hazardous / dangerous goods are declared and packed separately, higher freight rate is charged treating the whole materials as Hazardous / Dangerous. Hence, to avoid payment of excess freight and resultant excess customs duty on this excess freight rate, clear instructions should be inserted in the main body of the supply order advising the supplier to pack DGR goods and general cargo separately and declare them accordingly.

- (iii) It should be ensure by incorporating PO conditions that the consignment(s) requiring air-freighting are invariably moved through the Air Consolidation Agent.

## **21 Inspection Process**

### **21.1 Inspection**

- 21.1.1 Quality / Inspection will be carried out whenever a request is raised.
- 21.1.2 In case of goods, this may be raised by the vendor / supplier, once the delivery batch has been manufactured / assembled.
- 21.1.3 In case of LSTK, this may be raised as per the quality assurance plan which is detailed in the technical bid.

### **21.2 Inspection Agency**

- 21.2.1 Quality inspection can be carried out by internal agencies (QAD - ONGC) or by external TPI agencies. Typically, in case of ICB tenders, inspection may be got done through TPI agency. However, if it is considered essential to depute ONGC's personnel for inspection, prior approval from concerned Director must be obtained by the concerned work centre before floating the tender giving detailed reasons thereof.

In case of domestic tenders, decision whether to go for TPI or QAD should be taken by the indentor/ user in consultation with QAD. In case QAD confirms that they have the requisite capability to undertake inspection, first preference should be given to them. Otherwise, TPI provisions shall be incorporated in domestic tenders.

- 21.2.2 Empanelment of external TPis can also be carried out. This will be the list of TPI agencies from which ONGC / vendors can select which agency should be used (as applicable).
- 21.2.3 In case any vendor wants to use another TPI agency because of no service availability by the selected TPis in the region of operation of the vendors, the vendor will need to mention that at the beginning (in the pre-bid conference). In such case, empanelment of TPI agency recommended by vendor can be examined.
- 21.2.4 The scope of inspection should be elaborated & relevant standard of testing should also mentioned as applicable. This will help the vendors plan for the inspection / quality processes and build the cost of quality or inspection in their bid.
- 21.2.5 The responsibility for the overall quality management will be with the project manager in case of LSTK projects, which shall be ensured by the TPI agency (or as detailed in the bid).
- 21.2.6 For inspection of fire fighting equipment and other specialized, joint inspection by user group and inspection department will be conducted.

- 21.2.7 The quality assurance department will not carry out inspection for the following items
- a. All chemicals including mud chemicals, oil well cement, paints and gases.
  - b. P.O.L.
  - c. Building materials including cement and timber.
  - d. Seismic explosives and detonators.
  - e. Cleaning agents, hand gloves, cotton waste.
  - f. Printed stationery.
  - g. Wooden planks and coal.
- 21.2.8 The above items (a) to (g) except (d) shall be inspected by concerned Indentor.
- 21.2.9 Item at Sl. No. (d) shall be inspected by an official of Indenting department, who is authorized / licensed to handle explosives, by visually checking the items w.r.t verification of quantity (nos.), weight, visual defects, batch nos. etc., and also subject to obtaining an undertaking from supplier to the effect that in case the field performance of such visually inspected items is not satisfactory, the same shall be replaced by the manufacturer at his cost.
- 21.2.10 For LSTK projects, all works costing above Rs. 1 crore should be subject to TPI so as to ensure compliance with specifications. TPI may be empanelled and should be used for this purpose.
- 21.2.11 For works / projects costing below Rs. 1 crore, the inspection will be carried out as per terms mentioned in the contract (can be either by user group / indentor or TPI)

### **21.3 Inspection of materials**

- 21.3.1 Petty purchases costing upto Rs.25,000 will be accepted after inspection by end user / indentor.
- 21.3.2 For chemicals / spares, inspection for orders of all values should be carried out as per the requirement mentioned in their chapters.
- 21.3.3 For inspection of items costing above Rs.25,000, the QAD / TPI will be responsible (as mentioned in the order / contract)

## **21.4 Inspection Process**

- 21.4.1 All steps must be taken to commence inspection within 3 working days after the receipt of the intimation from the Materials Section/supplier for items to be inspected locally and within 10 working days if the materials to be inspected are located out of station. Reasons for delay in the inspection beyond this period should invariably be reported to the Head of concerned Materials Management, Head of Quality Assurance Department and concerned key executive. Inspection report (or, Intimation in respect of rejection of material) should be sent to supplier by the inspecting authority within 4 working days after completion of inspection / receipt of relevant test reports (if any), under intimation to concerned sections (including purchaser, Indentor, consignee and payment authority).
- 21.4.2 In the case of imported stores and spares manufactured abroad by reputed manufacturers and accompanied by the manufacturer's warranty, stores may be accepted after random sampling / visual inspection by QAD after inspecting physical condition and quality.
- 21.4.3 In case where cost of inspection is not commensurate with the value of the stores, inspection may be carried out at destination with the approval of competent purchase authority.
- 21.4.4 All the cases / packages are to be opened in the presence of Inspecting Officer.

## **21.5 Inspection and rejection of Materials by Consignee(s)**

- 21.5.1 When materials are rejected by the consignee, the Materials Management Officer concerned will intimate to the contractor the details of such rejected stores, as well as the reasons for their rejection and that the materials are lying in the consignee's premises at the risk and cost of the contractor. He will also call upon him either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infested and perishable stores within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them of at the contractor's risk and cost. The Materials Management Officer will also intimate to the Finance and Accounts Officer concerned the quantity of the materials rejected to enable him to recover the freight due at the full public tariff rates from the contractor. The purchaser shall also be entitled to recover handling and storage charges for the period, during which the rejected stores are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.



**21.6 Bulk Inspection (wherever applicable)** The bulk items (e.g. chemicals) shall be accepted in accordance with the samples approved. The Inspector shall be given sufficient notice which shall not be less than 21 working days to plan out the bulk inspection. Percentage would be arranged by the vendor on the same lines as in case of the pilot samples and the test charges would be dealt with accordingly.

21.6.1 Sampling procedure will be as per the requirement of the Inspection Authority. This should however be shared upfront at the time of tendering.

21.6.2 In case of bulk supplies of oil field chemicals from abroad, if situation so warrants, TPI may be resorted to with the approval of Director concerned

### **21.7 Sampling, bonding and de-bonding of bulk materials (chemicals)**

21.7.1 Before despatch of material, sampling / bonding of each lot of oil field chemicals will be done at firm's premises by a Chemist; the chemist will be accountable for proper quality check as well as bonding. The Chemist will ensure that supply of chemicals is in manufacturer's original packing as specified in the supply order. Each bag / drum of the product should bear mark of the manufacturer, name of the chemical, Lot No, Batch No., date of manufacture and Supply order No. Testing of the samples will be carried out in the ONGC laboratories / ONGC approved laboratories.. It should be ensured by purchaser that the chemist for the required purposes is deputed within 15 days of receiving notification from supplier. All delays must be brought to the notice of L-1 for expediting the same.

21.7.2 Total four bulk samples will be drawn during sampling / bonding. The bulk samples taken at supplier's premises will have the seal of both, the party and ONGC.

21.7.3 Two samples will be sent to lab. for test, one sample will be given to supplier and the fourth one is to be retained with Chemistry Dept. Chemistry Dept. Shall forward the sample directly to the laboratory and only send the intimation to the Purchase Dept. regarding forwarding of samples to the laboratory for testing.

21.7.4 In all cases where sample has passed the test and there is no dispute, the sample will be destroyed after one month from the date of receipt of corresponding bulk consignment at the Project. In case of any dispute, these samples shall be retained till resolution of said dispute. Destruction / non-destruction of such samples shall not override the supplier's obligations under warranty / shelf life or any other supply order conditions.

### **21.8 Rejection of sample**

21.8.1 The materials rejected by the Inspection Officer during this inspection will be replaced by the vendor immediately, latest within two weeks of such rejection. Any rejection by Inspecting Officer shall be considered final and binding on the vendor and such terms should be included in the contract.

21.8.2 In the event of bulk sample getting rejected, the supplier will be asked to reprocess it and offer again. However if the product fails even second time, the supplier will have the option to get it tested on payment basis in his presence from the same laboratory where it was tested earlier on following conditions:-

- a. ONGC will refund the testing fee if the earlier results are found faulty.
- b. The supplier on his part will be debarred from participating in ONGC tenders for a period of one year if earlier results are confirmed. If supplier does not resort to testing on payment basis, sample shall be rejected and the supplier on his part will be debarred from participating in ONGC tenders for a period of one year.
- c. Failure of two consecutive lots may result into cancellation of purchase order and forfeiture of PS

### **21.9 De-bonding and despatch of bulk materials (chemicals)**

21.9.1 Debonding of materials at supplier's premises will be done by a Chemist; the chemist will be accountable for proper debonding.

21.9.2 Despatch of mud chemicals to consuming points will be handled by ONGC personnel or through some contractor and priority accorded so as ensure regular uninterrupted supplies.

### **21.10 Random Sampling**

21.10.1 No random sampling will be done at the destination. However in case random sampling becomes necessary due to complaint from the user about substandard supply then sampling will be done on the basis of specific approval of the concerned key executive/ CPA / Director concerned. Retesting in such cases will be got done from the same laboratory where sample of bulk supply was tested earlier. For this, suitable provision for right of rejection at destination and replacement of rejected materials free of cost will be made in supply order.

21.10.2 It will be a condition of the contract that supplies not found as per requirement at destination will be replaced free of cost by the supplier.

### **21.11 Sub-standard Delivery of Items and Services**

21.11.1 Substandard quality of supply

(MM/04/2015 dated 28.04.2015)

- a. For normal procurement of items, substandard items should not be accepted. However, in exceptional circumstances, materials under deviation in specification may be accepted on the recommendations of a committee consisting of one representative each from Materials Management, Finance and Indentor (Chemistry in case of chemicals) at

the level next below the level who is empowered to approve the rates for sub-standard materials. The rates for sub-standard supplies will be approved in each individual case by Authority one level above CPA in whose powers the purchase falls & for EPC cases CA will be Concerned Director. In all such cases, the quantum of price reduction will be determined after taking into account the loss in utility as assessed by the indenter. Such material shall be accepted only after ensuring of cost benefits to ONGC

- b. However in case of substandard supplies of chemicals penalty should be appropriately levied. Also, in case there are instances of repeatedly supplying substandard stock of chemicals, the vendor should be banned

#### 21.11.2 Avoidance of sub-standard work / service

- a. The contractors are required to execute all works according to the specifications laid down, and in a proper workmanlike manner. There shall be no compromise on the quality of work.
- b. If certain items of work are done below specifications, and/or if they have not been done in a proper workmanlike manner, the contractor should be immediately asked to rectify or re-do them according to the specifications and according to sound engineering practice. All such defects/deficiencies in the items of works are to be noted in time and notified to the contractor.

#### 21.11.3 Acceptance of sub-standard work

- a. It will be duty of the project in charge / TPI agencies to check that the work done is as per specifications laid down in the contract. Normally below specification/ defective/ below acceptable levels of workmanship shall not be accepted and shall be rectified/ re-done during the progress of the work itself. Only in exceptional circumstances should the work be accepted and reduced rate should be worked out.
- b. Exceptional circumstances for acceptance of work below specifications and/or below acceptable levels of workmanship, and the resulting payment at reduced rates for such defective/deficient works should be resorted to only for those items where materials conforming to the required specifications are not available, or where it is structurally impossible to get the work re-done or where in opinion of Engineer in charge it is expedient to do so.
- c. While accepting such sub-standard work, it shall be ensured that the structural integrity and functional and aesthetic requirements are not compromised.
- d. The competent authority to approve reduced rate in above circumstances shall be one level above CPA & for EPC cases CPA will be EPC.

- e. Amount of compensation recoverable in case of default shall be determined by the conditions of the contract governing the supply.
- 21.11.4 Full rates, as per contract/supply order should be allowed only if the work or supply has been accepted as of required quality and specification.
- 21.11.5 If the contract is determined, or an on account payment is to be made when the contract is to run, a part rate as considered reasonable shall be allowed with due regard to the work remaining to be done and general terms of the contract, and after getting the part rate statement approved from the bill passing authority.

#### **21.12 Third party inspection for accepting bulk supplies of oil field chemicals from abroad**

A Chemist shall be deputed abroad for sampling, bonding, testing, de-bonding and dispatch of chemicals at supplier's end only if the lot value in a PO exceeds US\$ 1 million; the chemist will be accountable for proper quality check as well as bonding.

For despatch of material by the supplier in the presence of team of officers deputed abroad for inspection, testing and bonding, each case will be decided on merit after taking into consideration the position of availability of ships etc.

In order to ensure despatch of material by the supplier in the presence of ONGC's representative deputed abroad for sampling, bonding, testing, de-bonding and dispatch of chemicals, suitable provisions will be made in supply order reserving ONGC's right to ask the supplier to despatch material in the presence of the representative of ONGC deputed abroad for sampling, bonding, testing, de-bonding and dispatch of chemicals and the supplier should ensure availability of containers before sending inspection call to ONGC, enabling sealing of containers for dispatch in the presence of ONGC's representative(s).

For the supplies where the lot value in a PO less than US\$ 1 million, supplier shall be asked to provide satisfactory manufacturer test certificate. However, the supplies will be tested and inspected on receipt before taking the material on charge. This process will not take a period of more than 30 days. No Chemist for sampling and bonding in these cases will be detailed. Each packing will bear mark of the manufacturer as well as name of the Chemical, Lot No. / Batch No., Date of manufacture and supply order number.

## 22 Payment Procedure

### 22.1 Payment Process

22.1.1 The payment process for any contract should be linked to the delivery / milestone schedule and should be aligned upfront with the vendor / contractor.

(MM/10/2016 dated 23.03.2016)

22.1.2 Save as otherwise provided in the tender/contract conditions, no payments shall become due and payable to the Vendor / Contractor until contract is signed.

22.1.3 In the interest of expeditious release of payment, an indicative list of various documents, which would be required to be submitted along with the original invoice has been incorporated in the standard tender conditions for procurement of goods and services. However, against each tender, TC should deliberate on the said indicative list of documents and select the appropriate documents as applicable for the respective case and incorporate the same suitably in the Bid document / Purchase Order, after making necessary additions/deletions. At a later stage, if any change in documentation is required during execution of the contract, TC of the same level should deliberate and incorporate such changes in the contract, with the approval of CPA (for which, concerned L-1 Executive shall have full powers). For the cases valuing below Rs 10 lakhs, where no tender committee is held, CPA in consultation with associated Finance shall decide such list of documents to be submitted along with the original invoice.

### 22.2 Milestone Payment

22.2.1 Milestone payments can be made after taking into account for any financial penalties if any.

22.2.2 The amount of LD shall however be withheld / deducted (as the case may be), by finance, from the bills of supplier / contractor, while releasing payments as per terms mentioned in the contract.

22.2.3 Adjustment to Contract Price, if any, shall be made in accordance with provisions of Contract.

22.2.4 Milestone payment formula is built in for all procurement.

- a. In case of goods, this should be done when control of handling / storing of goods passes to ONGC. When items are being directly shipped to the warehouse by the supplier themselves, this can happen after acknowledgement of receipt of goods has been provided by ONGC. Suitable remedies can be taken by the supplier to ensure goods are of adequate quality. In the case of ICB items, this can happen once control of goods passes to ONGC (at port / ex works).

No payment should be made when the control of goods is still with the supplier.

- b. For service (hiring of rigs, hiring vessels), this can be linked to passing of certain number of days / period of operations.
  - c. For LSTK projects or works, progressive payments for the part executed by the Contractor shall be made on the basis of said work completed and certified by the Project Manager/Project Coordinator as per the milestone payment formula / detailed measurements of items executed taken jointly by the contractor and the Project Coordinator or their authorized representative.
- 22.2.5 All the relevant documentation should be completed within 15 days of receipt of application for certification with all required supporting documents.
- 22.2.6 Within 21 working days of the receipt of the invoice, the undisputed amount of each invoice so approved / certified, will be released for payment to the vendor / contractor.
- 22.2.7 Any amount under dispute can be made when the objection has been removed / settled and the vendor / contractor submits fresh invoice for the same.
- 22.2.8 After due vetting of the documents for change in duties/Taxes under change in law by ONGC, Invoice on account of change in duties/taxes under change in law, shall be submitted by the vendor / contractor after payment of all duties/taxes along with necessary supporting documents in a single invoice.
- 22.2.9 All the payments shall be remitted to the vendor's / contractor's bank account as per the initial details specified in the bids. The payment shall be made in currencies stated in the Contract. ONGC shall be deemed to have arranged payment of instruction to the vendor's / contractor's bank in the country where the money is required to be paid.
- 22.2.10 ONGC shall also inform in writing to the vendor / contractor the details of remittance i.e. amount and date.
- a. In case of foreign vendors, bank charges of bank(s) in India shall be borne by ONGC whereas bank charges of bank(s) in vendor' contractor's designated locations, if any, shall be borne by vendor / contractor.
  - b. For goods supplied by foreign vendors, payment will be made through LC

22.2.11 In the event of ONGC noticing at any time that any amount has been disbursed wrongly to the vendor / contractor or any other amount is due from the vendor / contractor to ONGC, ONGC may without prejudice to its rights recover such amounts by other means after notifying the vendor / contractor or deduct such amount from any payment falling due to the vendor / contractor. Details of such recovery if any will be intimated in advance. The vendor / contractor shall receive payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of ONGC or the vendor / contractor.

### **22.3 Price escalation and adjustment**

22.3.1 Price escalation and adjustment for items and services will be as per terms and conditions mentioned in the respective contract. However, against the Rate Contract for calculating escalation and de-escalation of freight charges on account of variation in the diesel prices or for calculating various charges involved in a contract, due care should be taken while defining various elements of a formula adopted for calculating various charges in a contract. Further, wherever necessary Finance/Legal departments may also be consulted while formulating a formula and the applicable elements, before finally adopting the same.

### **22.4 Change in taxes and duties and other statutory changes**

22.4.1 Any changes in taxes, duties or other statutory changes shall be governed as per terms and conditions mentioned in the PO/Contract and BDP provisions vide chapter no. 22.4 regarding enhancement in contract/target value.

### **22.5 Time Norms for processing of invoices by various sections**

22.5.1 Invoice for Procurement of Materials, where payment is against receipt of Materials

<b>Section</b>	<b>Time Norm</b>
Inward Section	02 Calendar Days
Receipt & Inspection Section	05 Calendar Days
GR Section	05 Calendar Days
Pre-Audit Section	06 Calendar Days
Cash & Bank Section	03 Calendar Days

22.5.2 Invoices for Services, LSTK Contracts and Invoice for cases relating to “Direct FI entry”

<b>Section</b>	<b>Time Norm</b>
Technical / Indenting Section	12 Calendar Days
Pre-Audit Section	06 Calendar Days
Cash & Bank Section	03 Calendar Days

22.5.3 **Invoice Monitoring System (IMS).**

22.5.3.1 Key executives of the respective location shall ensure that the Invoice Monitory System is properly in place at their locations. As per the IMS, vendors are to submit their invoices at respective IMS desks in sealed envelope citing the PO/Contract number, invoice No., value and currency, emailed etc. The deskman is to receive the invoice and generate tracking number in system before forwarding it to the concerned section/persons. For better functioning of the system, the following aspects shall be kept in view:

- i. IMS desk should function as the first point of invoice receipt
- ii. One IMS Desks should be set up in a single building complex.
- iii. IMS desk should be at a prominent location to facilitate easy, convenient and immediate access to the contractors.
- iv. Working hours of the IMS desk should be uniform.
- v. Invoices should not be accepted by the concerned authorities by hand from the vendors.
- vi. Deskman should ensure that vendor has indicated full details on the envelope containing invoice as required.
- vii. Deskman should not hand over the invoices to the vendors after allotment of tracking number in the IMS for submission to the respective user/finance department for processing payment.

22.5.4 Vendor Master in respect of particulars of suppliers/vendors (as received in their bids) should be got updated regularly in the ICE system by the concerned dealing officer/payment authority, through the respective officials at each work center who are authorized to update the master data, so that all the payments and refunds are made smoothly through electronic payment mechanism. Bank particulars of bidders / vendors / suppliers / contractors can be entered in the ICE system through the Transaction code – “zmm\_vms”.

## **22.6 Intimation to suppliers/ contractors regarding deduction of payments**

22.6.1 Wherever any deduction has been effected from the bill of the contractor, on account of various reasons such as LD, any loss suffered by ONGC, on receipt of defective/substandard material, detailed description and amount of deduction may be formally informed to the supplier/ contractor by the concerned Finance Section clearing the bill.



## **23 Contract closing**

### **23.1 Contract closing process**

- 23.1.1 Once all the delivery has been made after adequate inspections and quality checks, and the payments have been made, and no further disputes remain, the contract/PO shall be deemed closed. To ensure compliance, I/C MM and L-2 (in case of user department) shall monitor and ensure timely closure of POs/ contracts before or at the time of release of security deposit (SD). In case, item wise undelivered quantity is less than 1 (one) percent of total ordered quantity due to allowance required in manufacturing process, transportation conditions including packing, shipping, loading/unloading etc. and the delivery period is already over and GR raised. Authority who has signed the order shall immediately close such POs in consultation with the Indentor. Such closure shall be without initiating any punitive action against the supplier. However, it must be ensured that payment, if any made, for such undelivered quantity is recovered before closing the PO.

(MM/10/2016 dated 23.03.2016) – (New Provision)

- 23.1.1.1 In order to complete the contract closing process, the field meant for delivery completion shall be invariably “ticked” by concerned dealing officer and field meant for final invoice at item level shall be ticked by Finance officers while doing LIV marking invoice as final invoice.
- 23.1.2 For LSTK/Projects, the Indentor / User should be informed by the concerned project execution group / service group for being associated with the pre-commissioning, commissioning and handing over acceptance tests from the Contractor. A formal handing over of the Project should thereafter be done in writing after drawing up a list of 'punches points', if any. The list of punch points shall be jointly signed by the Contractor, Project Manager (or his representative) and Indentor. Schedule for the liquidation of punch points should also be made in the handing over format.
- 23.1.3 In case of LSTK/ Projects, a completion report of actual expenditure of the project should be prepared and submitted along with the completion report by the Project Manager.

### **23.2 Termination of contract / supply order**

- 23.2.1 Competent Purchase Authority for cases upto their purchase powers and Director Concerned for Executive Procurement Committee cases will have full powers to cancel the contract / supply order in the event(s) indicated in sub- paras a to f below. Provisions of Liquidated Damages / Failure and Termination and acceptance of materials in deviation to specified specifications respectively will be kept in view while exercising powers in respect of sub- paras a and f below:-
- a. Poor vendor rating (as defined in the section on vendor rating)
  - b. Misrepresentation of facts leading to poor vendor performance
  - c. Specified delivery schedule is not adhered to

- d. Laid down specifications are not adhered to or when the performance of the contract is un-satisfactory.
- e. Major contractual terms and conditions are violated
- f. Insolvency.

23.2.2 Provisions relating to 'Automatic Termination' of contracts, on account of delay in mobilization shall not be incorporated tenders even in tenders for charter hire of rigs.

## 24 Other Issues

### 24.1 Subletting and Assignment:

- 24.1.1 The contractor shall not save with the previous consent in writing of the Purchase Authority sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever provided nevertheless that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

### 24.2 Arbitration

- 24.2.1 Arbitration will be as per terms and conditions of general and special conditions of the contract. For appointment of Arbitrators and the panel of arbitrators, the work centres shall follow the guidelines issued by Chief -Legal Services.

### 24.3 Post contract issues

(MM/04/2015 dated 28.04.2015)

- 24.3.1 Post contract issues (Post LOA/ NOA issues, wherever LOA/NOA is placed in line with the agreed tender / bid conditions) will require to be deliberated by the tender committee (for cases exceeding Rs 10 lakh) and submitted for approval of the Competent Purchase Authority. However, for cases approved by EPC, Concerned Director will approve post contract issues. When purchase does not fall under purview of tender committee, dealing officer of MM in consultation with Indentor and Finance shall put up the proposals for approval of CPA. For cases dealt by departments other than MM, proposal shall be put up by dealing officer in consultation with finance and MM (wherever required) to CPA for approval. However, for enhancement of contract/target value provisions of BDP item no. 22.4 shall apply.
- 24.3.2 Post contract issues, during the execution of contract, which are dealt as per the provisions of contract and approving authority for any / all such issues are clearly spelt out in this matter elsewhere, as per ONGC guidelines, will be dealt accordingly.
- 24.3.3 Levy of LD should be carried out as per provisions of contract and not treated as a post contract issue.
- 24.3.4 Availing of services should be strictly as per contract provisions only. Even in extreme operational urgency, before availing services not covered in the contract, prior approval of the competent authority (who has approved award of the contract in the first place) should invariably be obtained, so that no fait-accompli cases need be submitted to management later on.

- 24.3.5 Before approval of amendments in respect of supply orders/contracts, an analysis should be made in terms of the direct/indirect financial implications of the proposed amendment and amendments, if any, should be made only in full cognizance of its various repercussions. All amendments to POs are to be invariably generated through SAP system.

(MM/10/2016 dated 23.03.2016)

- 24.3.6 Change in bank details of the contractor do not constitute a post contract issue and hence change in bank details of the contractor should be approved by CPA with the concurrence of associated Finance. However, concerned Level-1 Executive shall have full powers to approve such cases with the concurrence of the associated Finance.

Similarly, change in name/address of the firm also do not constitute a post contract issue. Such request of the firm should be dealt as provisions under Para 16.11 of this Manual.

#### **24.4 Complaints / representations - consideration of**

- 24.4.1 Anonymous representations received in respect of current cases should be ignored. In case a proposal is under consideration of the Tender Committee, then the proper representation received, if any, should be commented upon by the Tender Committee.
- 24.4.2 Any complaint or representation received after finalisation of the case should be examined carefully so that corrective action, if any, could be taken in future.
- 24.4.3 Wherever request of a bidder for issuance of tender document is not entertained or offer of bidder has been rejected, reasons for the same should be disclosed, where enquiries are made by the bidder.
- 24.4.4 Due to representation(s) of bidders to various VIPs, the processing of tender should not be stopped and such representations should be addressed in the normal course and processing of the tender should be continued. However, competent purchase authority of the tender should take note of such representations to VIPs made by prospective bidders before approving award of contract.

#### **24.5 Delays in insurance policy**

- 24.5.1 Delayed receipt of insurance policy in case of services and projects will be avoided. Wherever the contractor is required to take various insurance policies before commencement of works, it should be ensured that the required insurance policies are taken in time and are in full force and effective, as per the requirement of contract.
- 24.5.2 In case due to the delay in taking insurance policy, safety of the operations can be affected, the operation should be stopped.

24.5.3 At the start of the project as per contract terms, wherever the responsibility of taking specific insurance policy is from the contractor, the contractor should take the same and provide an undertaking that the appropriate insurance policy meets all the contract requirements. Payment for the insurance policy should be as per terms mentioned in the contract.

24.5.5 Acceptance of various insurance policies by ONGC:

(MM/04/2015 dated 28.04.2015)

For enabling the contractors to cover all the bid requirements for submission of insurance policies, to ensure speedy approval of the policies by ONGC and to reduce the time taken in releasing the payment of premium of such insurance policies, the following checklist shall be incorporated in all bid documents of LSTK contracts:

**Checklist for Insurance Policies.**

(Caution: Checklist is not exhaustive one and hence contractors need to peruse the entire insurance clause for its compliance)

1. List of Policies to be taken:
  - (a) Contractor's All Risk Insurance (including Offshore and Onshore Terrorism cover).
  - (b) Cargo Transit Insurance.
  - (c) Third Party Liability Insurance.
  - (d) Automobile and Transportation Liability Insurance.
  - (e) Workmen's Compensation Insurance / Employer's Liability Insurance.
  - (f) Insurance Policy for Contractor's Constructional Plant and Equipment and such policy to include removal of Wreck / debris.
  - (g) Any other policy not mentioned above but required to be taken on the basis of specific nature of contract, as mentioned in the contract.

Note: In cases where Contractors content that their Corporate Policies with worldwide coverage meets the insurance requirements of the contract in respect of Policies from (b) to (g), Contractor needs to ensure that all the conditions mentioned in the contract in respect of insurance are complied with.

2. **Principal Assured**  
The following are to be included as Principal Assureds in the Insurance Policies (except in case of Workmen's Compensation / Employer's Liability Insurance):

- (a) Oil & Natural Gas Corporation Limited, and Contractor's name (as appearing in the bid document / NOA)
- (b) Parent and/or Subsidiaries and/or Affiliated and/or Associated and/or inter-related Companies of the above as they are now or may hereafter be constituted and their Directors, Officers and Employees, while acting in their capacities as such.

3. **Additional Insured**

The following are to be included as Additional Insured in the Insurance Policies (except in case of Workmen's Compensation / Employer's Liability Insurance):

- (a) Any other company, firm, person or party (including Contractors and/or Sub-contractors and/or manufacturers and/or suppliers) with whom the below mentioned persons have entered into written contract(s) directly in connection with the Project:
  - (i) Oil & Natural Gas Corporation Limited,
  - (ii) Parent and/or Subsidiaries and/or Affiliated and/or Associated and/or inter-related Companies of the above as they are now or may hereafter be constituted and their Directors, Officers and Employees, while acting in their capacities as such.
  - (iii) Project Managers
  - (iv) Contractor

4. **Waiver or Subrogation**

Policy should have Waiver of Subrogation against Principal Assureds (as mentioned in point 2 above) and Additional Insured (as mentioned in point 3 above) and Contractor.

5. **Location of the Proposed Project** (in Contractors All Risk Policy).

6. **Project Description (Name)**(in Contractors All Risk Policy).

7. **Sum Insured**(Physical Damage portion of Contractors All Risk Policy).

Not less than Estimated Final Contract Value as per NOA/Contract distributed in all currencies as mentioned in NOA/Contract.

8. **Period of Insurance**(Contractors All Risk Policy)

To be valid upto scheduled completion date of contract, with provision for an extended maintenance coverage for

Contractor's liability in respect of any loss / damage occurring during the warranty period.

9. **Deductibles**

The aggregate amount of Deductibles shall not exceed 1.5% of the Sum Insured for any one accident or occurrence in case of Contractors All Risk Insurance and Cargo Transit Insurance Policies.

10. **Loss Payee Clause**

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which ONGC's interest is involved, written consent of OGNC will be required."

11. **Compliance with Sec 25(1) of 'The General Insurance Business (Nationalization) Act, 1972'**

Section 25(1) of 'The General Insurance Business (Nationalization) Act, 1972' is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government"

The above requirement of aforesaid Act needs to be complied with by the Contractor wherever the aforesaid provisions of Act apply, and compliance confirmation submitted.

12. **Written Notice**

All Insurance Policies should provide that not less than 21 days written notice shall be given to the ONGC by the Insurance Company prior to any cancellation or material modification of the Policy (ies)

13. All insurance policies should mention the following:

"Notwithstanding anything to the contrary elsewhere in the Policy, it is understood and agreed that Insurance cover shall apply even when the loss or damages might have occurred due to the negligence of the ONGC, its authorized representative or its employees or its workmen or any consultancy inspection or Certificate Agency working for the company"

**(II) Taking out various Insurance policies and payment thereof:**

After the award of the contract, the contractor will be required to take insurance policy as per the provisions of the contract and the insurance should come into force from the date of commencement of works.

The contractor will be also required to submit a declaration along with cover note that Insurance Policies have been taken as per contractual terms. The milestone payment against insurance shall be restricted to 3% of contract value for Offshore Projects and 1.5% for Onshore Projects or the amount quoted towards milestone payment against the head 'Insurance' whichever is lower. On verification of cover note with the checklist, milestone payment of 85% of insurance amount of 3% (for Offshore Projects) / 1.5% (for Onshore Projects) of contract value or 85% of the amount quoted towards milestone payments against the head 'Insurance' whichever is lower, as the case may be will be released. Balance 15% shall be released on acceptance of policies in all respects by ONGC. In case the bidder quotes for insurance charges more than 3% (for Offshore Projects) or 1.5% (for Onshore Projects) of the contract value, then the amount in excess of 3% (for Offshore Projects) or 1.5% (for Onshore Projects) will be payable after completion of the project in all respects and acceptable by ONGC.

- 24.5.6 The exact insurance policy applicable for a specific part of the service delivery / project execution phase shall be vetted by the project in charge before the start of the phase for which the insurance has been taken.

#### **24.6 Specific issues for construction / turnkey projects**

- 24.6.1 In case where company (ONGC) takes over certain facilities for the envisaged objectives, which can be commissioned and can function independently irrespective of the availability of balance work of the project, ONGC may issue part completion certificate by taking over such facilities. LD on such taken over facilities, if any, shall be calculated till the date of taking over those facilities.
- 24.6.2 Where such facilities cannot be commissioned and cannot function independently, LD in that event will be levied on full value of the project.
- 24.6.3 In the case of LSTK/EPC contracts, where the contractor is responsible for the insurance policy, the insurance policy shall be approved by Level I officer of the work centre.
- 24.6.4 In the case of LSTK/EPC contracts, where a change of vendor is needed, such approvals shall be accorded by Level I officer of the work centre.
- 24.6.5 In the case of LSTK/EPC contracts, planning package which includes DCI/MCI/billing breakup/S-curve etc. will be approved by concerned Level 1 officer of the work centre.



## **24.7 Management of Hazardous Chemicals/Materials**

24.7.1 The following clause will be incorporated in all future tenders for procurement of hazardous chemicals:

"The bidder will specify material storage data system (MSDS) Standard specification like size, colour, and letters of the packing will also be specified."

24.7.2 Personnel, handling such chemicals should be trained for identifying colour codes and symbols and other safe handling practices

24.7.3 Separate areas should be designated for storage of hazardous chemicals and clear instructions regarding storage practices should be given

24.7.4 All personnel handling hazardous-chemicals should be provided with Personnel Protective Equipment (PPE). Provisions should be made in the contract for providing PPE by the contractor to the people working with hazardous chemicals In case, contractor is not able to provide PPE of ONGC specification, ONGC should provide it at the contractor's cost.

24.7.5 All the personnel handling hazardous chemicals will be given First aid training.

## **24.8 Dispute Resolution through Outside Expert Committee**

(MM/09/2015 dated 22.09.2015)

24.8.1 The cases for Resolution of disputes through conciliation by OEC shall be processed as per the guidelines issued vide circular No. (35/2015 dated 22.09.2015), as may be amended from time to time.

## **24.9 Optimum drawl of Barytes to meet operational exigencies**

24.9.1 Work Centers should plan their requirement and convey the same to MM Department at Chennai who coordinate the despatch of Barytes from the suppliers well in advance so as to avoid a stock out situation. It is further emphasised that all the Work Centers may please ensure that enough stock is maintained to cover the lead time requirement also to .meet the emergencies of operation and safety

## **24.10 Determination of CPA for extension of existing contract awarded on nomination basis**

24.10.1 In cases awarded on nomination basis, where the services are required to be continued from the same contractor, after expiry of the contract, then the following guidelines should be adhered to meticulously:

(i) The fresh award of contract on the existing contractor shall be treated as a separate contract on nomination basis and the instruction prevailing w.r.t. award of contracts on nomination basis shall be followed.

(ii) The CPA for approval of any such cases would be determined as per the BDP based on value of individual contract.

(iii) However, if the contract which is due to expire was awarded on nomination basis and further contract is also to be awarded on the same agency on nomination basis, the value of such contract should be added to determine the CPA. This provision is applicable only to cases pertaining to service contracts except cases pertaining to AMC/Services from OEM/OES. In cases pertaining to procurement of goods each supply order which is placed on even on nomination basis should not be clubbed with other past orders placed on nomination basis for determining the CPA

(iv) In cases where contract for hiring of more than one unit (vessels/rigs/vehicles/equipment, excluding vehicles/equipment of general nature) of same category from one bidder have been awarded by entering into multiple contracts on nomination basis any one of these multiple contracts is also to be awarded on the same agency on nomination basis, the value of such contract should be added to the cumulative value of contracts awarded on nomination basis to determine the CPA.

#### **24.11 Deployment of manpower by the contractor**

Wherever deployment of manpower is involved, it should be ensured that the contractors deploy the manpower having requisite qualification as per the terms of the contracts. Further, the actual deployment of the personnel for the job should not be less than the contractual requirement. All concerned should closely monitor these aspects for compliance with the contractual requirements during the execution of the contract.

## 25 Pre-tendering and tendering process for Proprietary articles

### 25.1 Definition of proprietary articles

- 25.1.1 This process should be used for OEM spares, OEM services, OEM standby capital items (where proprietary article certificate for the specific item has been made and the item is to be used as an alternate / backup to existing systems / items), proprietary chemicals and other items and services of proprietary nature. However, no Proprietary Article Certificate (PAC) is required for OEM Spares, Standby equipment and accessories which form part of the main equipment.
- 25.1.2 Articles / Services which are given PAC should be on the basis of their functional requirement. Declaration of an item as proprietary will be done with the approval of competent authority as per BDP. Accordingly, for such purchases of proprietary items from single source, Indenter shall provide copy of approval for procurement of an item as 'Proprietary item' along with indent.
- 25.1.3 Features of the model / version of the products are regularly upgraded by the manufacturers. Similarly, new products and new technologies are being introduced very frequently and the market conditions are likely to vary at different point of time. Therefore, the approval for purchasing an item as proprietary article should be obtained separately on each occasion of its purchase.

Accordingly, for such purchases of proprietary items from single source, Indenter shall provide a 'Proprietary Article Certificate' (PAC) along with indent, as per following format:

#### **PROPRIETARY ARTICLE CERTIFICATE (PAC)**

- (i) The required item(s) (i.e.....\*) is/are manufactured only by M/s..... and no other make is acceptable as substitute for technical reasons. (*\* Wherever specific model / brand is required, the same should also be specified*).
- (ii) Approval of competent authority, as per item .....\*\* of BDP-2015 (as amended from time to time) has been obtained for purchasing the required item(s) as a proprietary article. (*\*\* indicate relevant BDP item*).

(Signature)

Name and Designation.....

Date:

Place:

## 25.2 Procurement Process

(MM/10/2016 dated 23.03.2016)

- 25.2.1 Tender opening date for procurement of OEM Spares/ OEM Services/PAC items and tender on nomination basis should be fixed and opened immediately by the tender opening officer from MM and Finance. However, in case bids are received before or after closing date of tender, the same should be opened as and when received without any approval.
- 25.2.2 Quantity requirement for specific item required will be made once requirement is identified by concerned work centre.
- 25.2.3 Approval on the quantity to be ordered is obtained from the competent authority in individual assets (wherever the request is being generated)
- 25.2.4 The unit cost estimation will be done through the following steps
  - a. If impetus rate contract for the specific item / service is available, the rate will be used to identify the sanction amount needed and the request for sanctioning will be sent to the competent authority.
  - b. If impetus rate contract is not present, an estimate shall be derived based on LPR/ Prices available with ONGC. If none of these are available, notional value of Re.1 shall be assigned in the PR for such spares.
- 25.2.5 User should send an enquiry to the specific OEM (can be done over email) if they want to participate in the tender. Only in case the OEM is not interested, OEM will be asked to provide the name of only one (01) authorized dealer / distributor / supplier (for supply), authorized agency/service center/ service provider(for services) as the case maybe.
- 25.2.6 MM will then send the single tender enquiry to the OEM/nominated dealer/distributor/supplier(for supply), authorized agency/service center/ service provider(for services) as the case maybe.
- 25.2.7 The original PR is modified with the price quote and administrative approvals and sanctions need to be taken for this modified PR.
- 25.2.8 TC shall be formed on the basis of value of price quote received against the single tender enquiry.

(MM/10/2016 dated 23.03.2016)

- 25.2.9 – Deleted –

#### 25.2.10 Reasonability:

Wherever OEM / OES / nomination cases are allowed to be processed without formal cost estimation (but placement of order after obtaining proper expenditure sanction), reasonability of quoted prices will be ascertained with respect to LPR / international published price (if available). The age of LPR along with suitable adjustment (upward or downward) shall be as per provisions of para no.4.2.4 & 14.1.4 and shall be considered for comparison. For items whose LPR / international published prices are not available, trend of quoting such rates compared to rates quoted for items where LPR is available may be considered in determining reasonability quoted prices. Further, justification from bidder may be sought for quoting such price, if required.

25.2.11 Negotiation: TC shall conduct negotiation with prior approval of CPA. The L-1 officer shall have full powers to approve negotiation for cases upto his powers or cases falling under the delegated powers of Director or EPC.

25.2.12 Post Contract Modifications: All post contract modifications shall be approved by CPA on the recommendation of TC. However, concerned Director shall be empowered to approve post contract modifications for all the cases upto his powers or EPC cases.

### **25.3 Standard Terms and Conditions**

25.3.1 Standard terms and conditions as defined in model tender document for OEM spares should be used.

25.3.2 In case an OEM insists on inclusion / deletion of a specific clause, the terms and conditions can be modified. However, any exception/ modification should be approved by concerned L-1. Best Price clause shall be included in the terms and conditions.

25.3.3 Best Price clause is a guarantee from the OEM that the price for the specific part number is the best among the prices it offers to its other customers for that specific part number. In case the OEM provides the item to a different customer at a lower price, the appropriate discount should be passed on to ONGC at a later stage (either at the time when the item is being sold to the other customer or adjusted against the price for the next purchase of an item by ONGC from the same OEM).

### **25.4 Other conditions**

25.4.1 Updated list of spares prices from OEMs shall be maintained within internal IT system. This list should be updated whenever the OEM updates their prices (may require updation every 6 months - 2 year period). Having this updated list will prevent the need to use LPRs and also ensure that cost estimates (when not using OEM BQs) are accurate

- 25.4.2 Procurement directly through OEMs should be preferred compared to from OEM's dealer/distributor.
- 25.4.3 In exceptional circumstances, offers from Domestic dealers of foreign OEMs received in foreign currency can also be considered. However, payment in such cases shall be made in INR convertible on the date of payment.

## **26 Procurement of oil field chemicals**

### **26.1 Procurement process**

- 26.1.1 Indents for chemicals should be accompanied with the standardized specifications of chemical(s) including packing and marking details which have been duly approved by Director (E) and issued by Chief Labs.
- 26.1.2 In the case of low quantity and low value chemicals, proprietary chemicals and new chemicals for which standardized specifications have not been formulated, the User/Indentor at the concerned work centre (Asset/Basin/Plant/Institute/ Services) can formulate the specifications including the modalities of testing and also the packing and marking details in consultation with Chief Labs and get the same approved by the concerned Level-I executive of the work centre (Asset/Basin/Plant /Institute/ Services) before forwarding it to Material Management Dept. along with the indent for taking procurement action.
- 26.1.3 Procurement method to be followed for chemicals will be the same. The only difference will come in the quality testing of the chemicals and the additional test report that should be provided along with the chemicals. The laboratory test reports should be from ONGC approved labs and should not be older than 18 months from date of tender opening.
- 26.1.4 Laboratories of repute in the country for testing of chemicals required by ONGC will be inspected and those found upto the mark approved by the authority (ies) so decided from time to time for this purpose by Director (Drilling) in consultation with Director (Exploration) for different chemical(s) / group(s) of chemicals. Capacity and capability of laboratories before empanelment will invariably be verified. Test reports of the samples not found up to the mark will be notified to the concerned manufacturer / their authorised dealers so as to enable them to improve their products.
- 26.1.5 Payment and Delivery and Tracking process will be the same as indicated in the section on payment procedure
- 26.1.6 Offers from suppliers not falling under the above criteria will not be considered.
- 26.1.7 A Chemist shall be deputed abroad for sampling, bonding, testing, de-bonding and dispatch of chemicals at supplier's end only if the lot value in a PO exceeds US\$ 1 million; the chemist will be accountable for proper quality check as well as bonding.

For despatch of material by the supplier in the presence of team of officers deputed abroad for inspection, testing and bonding, each case will be decided on merit after taking into consideration the position of availability of ships etc.

In order to ensure despatch of material by the supplier in the presence of ONGC's representative deputed abroad for sampling, bonding, testing, de-bonding and dispatch of chemicals, suitable provisions will be made in supply order reserving ONGC's right to ask the supplier to despatch material in the presence of the representative of ONGC deputed abroad for sampling, bonding, testing, de-bonding and dispatch of chemicals and the supplier should ensure availability of containers before sending inspection call to ONGC, enabling sealing of containers for dispatch in the presence of ONGC's representative(s).

- 26.2 For the supplies where the lot value in a PO less than US\$ 1 million, supplier shall be asked to provide satisfactory manufacturer test certificate. However, the supplies will be tested and inspected on receipt before taking the material on charge. This process will not take a period of more than 30 days. No Chemist for sampling and bonding in these cases will be detailed. However, the supplier will be asked to give a certificate to the effect that the product in question has been tested by the ONGC approved laboratory. Each packing will bear mark of the manufacturer as well as name of the Chemical, Lot No. / Batch No., Date of manufacture and supply order number.
- 26.1.8 In cases where ONGC Chemist is required to be deputed abroad for sampling, bonding, testing, de-bonding and dispatch of chemicals, all necessary formalities such selection of Chemist to be deputed, obtaining necessary approvals etc. should be completed well in advance, so that the chemists are deputed within 21 days from the date of receipt of inspection call from the foreign suppliers.



## **27 e-procurement**

- 27.1** The Purchase Requisitions (Indent) for e-Procurement tenders will flow automatically from SAP-R/3 system. The process for approval of BECs, Evaluation matrix etc. will take place as per existing process. After due approval, all related documents will be up-loaded in the system by the dealing officer. Thereafter the dealing officer will prepare the RFx and upload the same after affixing digital signature as per the IT Act, 2000.
- 27.2** The Invitation to Bid in respect of all tenders of value more than Rs 10 lakhs shall be published on the ONGC tender website ([www.ongctenders.net](http://www.ongctenders.net)). The tender website shall have a link to e-procurement server. Prospective bidders who intend to participate in the e-tenders can logon to e-procurement server with Guest user ID and view the documents and may request for access through the portal by providing basic information about them. Thereafter, user ID and password will be issued to them. The vendors will also be given necessary online help for understanding the system.
- 27.3** For e-procurement tenders, the tender fee shall be specified in Indian Rupees amount as specified in MM Manual, corresponding to the value of the tender.

(MM/10/2016 dated 23.03.2016)

- 27.4** The tender fee shall be collected through online payment gateway only, in case of e-procurement tenders. The prospective bidders can create and submit their bid online only after payment of tender fee. Indian Agents cannot purchase tender documents on behalf of their foreign principals, in case of e-procurement tenders. The payment of tender fee through electronic payment gateway can be made using Credit Card.

The Bidders who intend to claim exemption from payment of The Tender Fee, should submit their request to the Tender Inviting Officer (contact e-mail address provided in the RFx parameters of the subject 'e-tender') with documentary evidence at least 7 days prior to the last date of submission of Bids, so that the exemption from payment of the Tender Fee is provided in the e-portal to that particular Bidder.

- 27.5** Any subsequent reversal/non-realisation of e-payment would lead to rejection of bids submitted by such bidders.
- 27.6** No separate proof for sale of bidding document shall be required to be submitted along with the bid made by bidders in e-procurement tenders.
- 27.7** MSEs registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME who intend to claim exemption from payment of tender fee, must furnish the evidence that they are registered for the items they intend to quote. Such documentary evidence should be submitted to ONGC at least 7 days in advance of date of closing of sale of bid documents. The Central Govt. Depts. and CPSUs will also be exempted from the payment of tender fee.
- 27.8** In the Invitation to Bid published on the website, the name, designation and e-mail address of the designated Administrator who is to be contacted by bidders, as nominated by concerned In-Charge (MM) for the particular tender, should be indicated.

(MM/10/2016 dated 23.03.2016)

- 27.9** It shall be insisted that all bidders participating in e-tenders should submit bids only in e-form. Compliance/confirmation for pre-qualification criteria and technical / commercial BEC should be insisted in e-form only. Only Bid Bond, IP (if applicable), Power of attorney of signatory and any specific third party document insisted in Originals as per tender condition received through DAK or Tender Box or tender receiving officer along shall be accepted in physical form in sealed covers. These sealed covers shall be opened by the nominated tender receiving/opening officer. For submitting the bids, the vendors will also require digital signature. The system shall assist in evaluation of bids by providing price comparisons and other relevant reports. All such reports, TC recommendations and approvals which will be outside system, will be subsequently uploaded in the system by the dealing officer.
- 27.10** After finalization of tender, the purchase orders will be issued through SAP – R3 system.
- 27.11** Other provisions of MM Manual and Instructions issued from time to time shall be followed by all concerned, as in case of non e-procurement tenders.
- 27.12** Implementation of e-procurement

(MM/04/2015 dated 28.04.2015)

- 27.12.1** e-procurement is to be used across ONGC for all cases of procurement of materials, services ([Annualised value of the tender-for services](#)) and turnkey contract exceeding Rs.10 lakhs. In cases where PRs received from different work centres are clubbed together and total value of such clubbed PRs exceed Rs. 10 lakhs, such cases shall also be processed through e-procurement mode.

- 27.12.2 However, in case it is felt by a work center not to resort to e-procurement method of tendering for cases exceeding Rs. **10 Lakhs**, approval of concerned Director would be required. However, such exemption should be bare minimum and exemptions should be sought only in those cases wherein it is extremely difficult to go for e-procurement.
- 27.12.3 In case it is felt by a work center to resort to e-procurement method of tendering for cases below Rs. **10 Lakhs**, approval of L-1 would be required.
- 27.12.4 However, if it becomes necessary to dispense from thee-procurement mode after invitation of tender, then tender would have to be re-invited by following the provision for re-invitation of tenders as per Clause 14.3 of MM Manual, because the process of tenders being invited in the e-procurement mode is different from tenders being invited under normal tendering procedure

(MM/10/2016 dated 23.03.2016)

- 27.12.5 All cases for procurement of materials / services on single tender nomination, Board purchases and purchases against ONGC/DGS&D/NICSI Rate Contracts shall be exempted from e-procurement.

### **27.13 Bid Return Procedure**

- 27.13.1 The duly completed bid with no system error message can be 'submitted' in e-procurement portal any time before the submission deadline is reached. The bidder shall also be permitted to make changes in his bid and re-submit the same in e-procurement portal till the submission dead line. The final submitted version of bid only shall be considered by ONGC.

### **27.14 Familiarization/training of vendors**

All the bidders have access to online help document which is available on e-portal. This help document should be used by them for participating in e-procurement tenders.

- 27.15 The due date and time for price bid opening should be intimated well in advance to the bidders, through the System.

## **28 Procurement of Premium Bits on “Consignment basis”**

### **28.1 Special conditions of procurement process**

- 28.1.1 Procurement of Bits should be on the basis of QCBS tender through ICB bids. The weight of quality /technical content in the overall bid selection criteria can be as high as 100%.
- 28.1.2 Estimated annual off-take shall need to be indicated in the Invitation to Bid and tender document so as to enable the bidders to get an idea of the volume of expected business at the time of bidding. Estimated initial order quantity, separately for PEL/ML areas and non-PEL/ML areas, shall also be indicated in the tender documents.
- 28.1.3 As only one bid i.e. ranked # 1 shall be considered for award of contract, the Competent Purchase Authority shall be determined as per the BDP in case of Single Tender,
- 28.1.4 The inspection of bits shall be carried out by ONGC or an ONGC appointed representative after receipt of bits in India.
- 28.1.5 For assessing the reasonability of prices, bidders may be asked to submit documents establishing the prices at which the bidder has supplied same or similar type of bit to other Indian PSU Oil / Gas company in last 2 years. Also, Best Price Clause can be included in the GCC.
- 28.1.6 Selection of suitable TCR/PDC bit of any size from the available lot of bits will be made by ONGC.
- 28.1.7 Contract duration shall be 3 years from the date of notification of Award of Rate Contract, without any provision for price escalation and also without any provision of extension of the contracts.
- 28.1.8 Supplier shall mobilize the initial quantity within 35 days of placement of S.O. Subsequent call-out orders shall be placed by the authorized representative of ONGC, as and when required. Such call out quantity has to be delivered within 15 days of issue of call-out order.

### **28.2 Payment Process**

- 28.2.1 Invoice shall be raised by supplier on monthly basis for bits consumed during the month and the bits retained by ONGC at the end of contract period
- 28.2.2 Quantity for which payment shall be made to the supplier should not exceed the ordered quantity.

### **28.3 Other provisions**

28.3.1 Other provisions of MM Manual and Instructions issued from time to time shall be followed by all concerned, as in case of other tenders.

#### **28.4 Evaluation procedure**

28.4.1 Evaluation of offers will be based on the “Criteria for Ranking of Bidders” and “Details and Documents to be submitted for evaluation of Bits”, as per Appendix 9 and 10 of this manual.

28.4.2 Two Bids System shall be followed in the Price Bid and bidder shall submit the price list of the offered products. The price list shall cover the sizes required by ONGC for TCR & PDC bits under their product range. Bidder shall submit separate sealed price covers for each size of Bits, say 17 ½”, 12 ¼”, 8 ½” & 6”. For any other sizes Appendix 9 & 10 will be framed by Bit Committee [as constituted by Director (T&FS)] on requirement basis.

28.4.3 Bidders shall be technically ranked as per the net marks scored against the evaluation criteria placed at Appendix 9. Bidder(s) scoring highest net marks will be ranked as TR-1, the next highest as ranked as TR-2 and so on.

28.4.4 Contract is to be awarded to the top ranked bidder as per procedure given below:

(a) In case only one bidder is ranked as TR-1, the price bid of such bidder shall only be opened.

(b) In case of tie in bidders ranked as TR-1, price bid of bidder ranked as TR-1, with highest marks in ‘B’ in respect of ‘bit specific information’ as per the evaluation criteria specified at Appendix 9, shall only be opened.

## **29 Procurement of items on High sea sales basis**

### **29.1 Introduction**

- 29.1.1 The procurement of specified goods under Sl.No. 356, 358, 359 of N/N 12/2012-Cus, on payment of Zero Customs duty for PEL/ ML areas can also be availed for the goods which are not imported directly by ONGC but through an Indian Supplier on High Sea sales basis who imports the goods from his Foreign Suppliers provided statutory government guidelines are followed (i.e. condition of customs notification and procedure of High Sea Sale). In High Sea sales transactions, the title of goods passes on to ONGC before the goods cross the Indian Customs barrier. The Bill of Lading / Airway Bill are endorsed in the name of ONGC by the Indian Supplier and Bill of Entry is filed in Customs in the name of ONGC.
- 29.1.2 Further, no Central Sales tax/ VAT is applicable for High Sea Sales Transactions. The benefit of High Sea Sales (w.r.t. central sales tax/ VAT) can therefore be availed for Non PEL/ML areas also when ONGC is not in a position to import the material directly. However, it should be ensured that statutory government guidelines are followed. Orders on High Sea Sales basis should be placed only on such domestic firms who are the OES (Original Equipment Supplier) or the subsidiaries / Joint Venture companies / Authorised Dealers / Distributors / stockists of OEM. Procurement on High Sea Sales shall not be done from the Indian agent/consultant/ representative/ retainer/ associate of the foreign suppliers. This should be done only when ONGC cannot import the material directly. Such procurement on High Sea Sales basis would normally be applicable for OEM spares / PAC items where the foreign supplier is not willing to sell directly to ONGC.

### **Process for effecting High Sea Sales**

- 29.1.3 In High Sea Sales transactions, the Indian Supplier endorses the Bill of Lading or Air Way Bill in the name of ONGC before the goods cross the Customs barrier and customs clearance would be carried out by ONGC, T&S.
- 29.1.4 The Supply order should be placed on the Indian supplier by the concerned work centres **of ONGC on High Sea sales basis**

### **29.2 Terms of Purchase – On High Sea Sales Basis**

- 29.2.1 The supply order will be placed on Indian supplier at a total price inclusive of C&F value of the foreign supplier and the Marine Transit insurance cost, which is to be arranged by the Indian supplier on warehouse-to-warehouse basis. The C&F and the insurance cost mentioned above will be indicated in the supply order. The Indian Supplier should arrange for despatch of goods from the foreign Supplier, freight paid, through his freight forwarder and duly insured (Marine Transit Insurance) on warehouse-to-warehouse basis, all included in the CIF (Indian Port) cost, which will be indicated in the supply order.

- 29.2.2 The freight forwarder/supplier should inform the concerned port consignee and the MM department about the despatch and arrival of cargo.
- 29.2.3 Immediately on shipment of the material from the foreign port, the Indian supplier should send to the concerned MM department, the original High Sea Sales agreement (as per the format enclosed at Appendix 1), duly signed by the Indian supplier on the date after the cargo is despatched (and well before it crosses the Indian customs barrier). The Indian supplier should also endorse the Bill of Lading/ Air Way Bill in the name of ONGC when the material is in transit/ on High Seas.
- 29.2.4 Indian supplier should also simultaneously; send a copy of the non-negotiable set of the documents referred in 29.3.8 below, to concerned MM and finance sections.
- 29.2.5 Indian supplier must ensure that the freight forwarder provides a non-negotiable copy each of AWB/Bill of Lading, Invoice of foreign supplier and detailed packing list of the foreign supplier, to the Port Consignee, well before the arrival of cargo at the port of discharge
- 29.2.6 The concerned MM section should sign the original High Sea Sales agreement so received from the Indian supplier, on a date after the cargo is despatched but before it crosses the Indian customs barrier and send the same to T&S section.
- 29.2.7 Respective ONGC Work Centre will expeditiously obtain Essentiality Certificate through DGH, wherever applicable, and forward the same to T&S for clearance, under intimation to MM.
- 29.2.8 The Indian supplier should also forward, without delay, the following negotiable set of documents through bank for payment by the concerned finance department:
- a. Original invoice of the Indian supplier raised on ONGC.
  - b. Negotiable copy of the Bill of Lading/ Air Way Bill duly endorsed in the name of ONGC.
  - c. Letter in duplicate by Indian supplier on their letterhead addressed to customs/ octroi agreeing for sale of goods to ONGC on high sea sales basis.
  - d. Importer-Exporter Code of the Indian Supplier
  - e. Detailed packing list of the foreign supplier, relating to Bill of Lading/AWB referred at (b) above
- 29.2.9 C&F value of the foreign suppliers at (a) and invoice value of the Indian Supplier as at (b) should be clearly indicated in the PO itself, after assessing the reasonability of (a) and that of the difference in (a) and (b) during the finalization of the order by ONGC.

- 29.2.10 Concerned finance department at work centre shall expedite the release of the negotiable set of documents from bank without any delay and forward the same to concerned T&S department.
- 29.2.11 The supplier should ensure that various formalities as stated above and the documents as stated above are forwarded in time to ensure release of documents from the bank without any delay so as to avoid demurrage. In case of unavoidable delays on the part of the Indian supplier, the Indian supplier must instruct his freight forwarder to issue the delivery order to T&S, ONGC without insisting for the negotiable set of documents. Any demurrage / penalties on account of delays by the Indian supplier in forwarding negotiable set of documents duly endorsed in the name of ONGC shall be borne by the Indian Supplier.
- 29.2.12 The Indian supplier must instruct the freight forwarder to release the consignment to ONGC, once the documents are negotiated through bank, without insisting for production of bank documents. In case demurrage is incurred due to the failure of supplier to do so, the same shall be recovered from the supplier.
- 29.2.13 After clearance of the goods by T&S, ONGC, transport of goods upto the ONGC destination should be arranged by T&S Section, ONGC, as per the terms of the order.
- 29.2.14 The concerned Finance must ensure that the Exchange Control copy of Bill of Entry is provided to the Indian Supplier on receipt of the same from T&S officer.
- 29.2.15 The MM Officer concerned must ensure that Finance Department at the Work Center expedites the release of Negotiable documents from Bank and same is forwarded by Finance to T&S without any delay.



## **30 Rate Contracts through IMPETUS**

### **30.1 Introduction**

30.1.1 IMPETUS project is mandated to enter into rate contracts for supply of spares of equipments. For entering into rate contract for supply of spares, preference will be given in the following order:

1. Original Equipment Manufacturer (OEM)
2. Packager of the equipment/system
3. Original Equipment Supplier (OES)

Rate Contract should be preferably entered with OEMs/ Packager/OES (in that order of preference) only. In case OEM/Packager/OES is not willing to enter into rate contract, the OEM/ Packager/OES is asked to nominate single authorised agency/firm (even in case of multiple sources) and Rate Contract shall be entered with such authorised firm only

### **30.2 Definition**

30.2.1 Original Equipment Manufacturer (OEM)

OEM of equipment is the one who manufactures the unit. Such OEMs are responsible for the performance of the equipment manufactured by them as per design parameters and give warranty and guarantee accordingly

30.2.2 Packager

The Packager is the one who designs and packages the complete System/Unit after sourcing various equipment from different OEMs/OESs. Such Packager is responsible for Warranty / Guarantee for satisfactory performance of the complete system/unit inclusive of all the equipment manufactured by different OEMs and installed in the System / Unit. The Packager/System Manufacturer may also manufacture some of the equipment by himself

30.2.3 Original Equipment Supplier (OES)

OES is the Original Equipment Supplier of equipment / major assembly/ sub-assembly/ components outsourced by OEM/Packager

### **30.3 Selection of equipment**

(MM/05/2015 dated 01.06.2015)

30.3.1 Rate contracts will be concluded for supply of spares for all critical equipment/ systems installed on offshore/onshore Installations/ facilities/ rigs, including imported spares for imported equipment such as drilling equipment, mechanical equipment, Electrical spares and spares for instrumentation equipment, which are related to Onshore Drilling and Well services

However, the spares for which no IMPETUS rate contract exist shall be procured by the work centers themselves.

30.3.2 In case of any other equipment which has spares consumption more than Rs 50 lacs annually, the equipment can be brought under umbrella of Rate Contracts

30.3.3 Head Impetus will finalize the equipment for entering into Rate contract for supply of spares

### **30.4 Price basis**

30.4.1 The firm identified for supplying of spares will have to submit the bid in either of the following:

1. The firm has to offer international price list mechanism with a provision of periodical price revisions with suitable discount and the rate contract shall be entered based on this price list with agreed discount

2. In case the rate list offered by the firm is offered price list but not the International price list, the rates are to be firm for a minimum period of one year with provision of annual price revision. The rate contract shall be entered based on the annual price list with agreed discount

### **30.5 Rate reasonability**

30.5.1 In case LPR is available, then LPR with suitable adjustment (upward or downward) as per provisions of para no.4.2.4 & 14.1.4 will serve as the basis for rate reasonability for the international price list or offered price list. However, wherever LPR is not available, TC shall be empowered to deliberate/negotiate on the rate reasonability

### **30.6 Annual Off take**

30.6.1 The off take for the purpose of entering into rate contracts shall be based on the annual average consumption of spares during last three years or considering the future requirement based on planned maintenance activity. In case the rate contract is entered into for spares of new equipment, consumption based on OEM recommendation/Users' feedback may form the basis for Off take

### **30.7 Period of Rate Contract**

30.7.1 The Rate contract shall be entered preferably for a period of three/five years

### **30.8 Nodal agency**

30.8.1 All Rate Contracts shall be uploaded in ICE by IMPETUS Group. The updation of price list in the contract shall be the responsibility of IMPETUS group

### **30.9 Clarifications**

30.9.1 The clarifications (commercial & technical) shall be sought by the concerned Dealing Officer of MM section without holding the Tender Committee but with approval of In charge-MM based on commercial evaluation by MM and technical evaluation by Technical Section of Impetus

### **30.10 Negotiation**

30.10.1 TC shall conduct negotiation with prior approval of CPA. The L-1 officer shall have full powers to approve negotiation for cases upto his powers or cases falling under the delegated powers of Director or EPC

### **30.11 Post Contract Modifications**

30.11.1 All post contract modifications in the rate contract that inter-alia include price revision, addition/deletion of spares from the price list shall be approved by - Competent authority as per BDP on the recommendation of TC subject to satisfying the following conditions:

- (i) TC certifying price reasonability.
- (ii) OEM furnishing an undertaking / certificate that prices charged are not higher than those charged to other customers.

30.11.2 The CPA for the purpose of approval of post contractual modifications shall be the same authority, who has approved the award of rate contract.

However, any amendments specific to a Purchase order shall be done by the concerned work centre with the due approval of competent authority based on the order value

CPA will be empowered to approve Post contract issues, however for cases falling under power of EPC Functional Director shall have full powers

30.11.3 Tender for Rate Contract for procurement of Spares should preferably take place through e-procurement mode. Tender opening date for procurement / rate contract of items should be fixed. However, in case bids are received before closing date of tender, the same should be opened by the dealing officer without any approval. In case no offer is received upto on or before submission date, the dealing officer shall take up the matter with bidder and extend the submission date after seeking approval of concerned In charge-MM

(MM/10/2016 dated 23.03.2016)

In case an OEM insists on inclusion / deletion of a specific clause, the terms and conditions can be modified. However, any exception/ modification should be approved by Concerned Level-I.

## **31 Business Development and Joint Venture opportunities**

### **31.1 Introduction**

- 31.1.1 ONGC is pursuing “Business Development& joint Venture (BD&JV) opportunities” in the field of petrochemicals, power, renewable energy, fertilizers, LNG etc in India and overseas. This requires engagement of Financial, Technical, Legal and Tax & Accounting consultants/advisors for evaluation of opportunity from technical, commercial and legal point of view. The consultants are required to be engaged in a compressed time frame so that ONGC is able to finalise the bidding parameters for the opportunity in a time bound manner, therefore, necessitating formulating a procedure for BD&JV opportunities. The same procedure shall be applicable to other assignments of the BD&JV group.
- 31.1.2 The functions, in this procedure, are to be discharged by personnel of BD&JV Group, Finance, Materials Management and other User groups for hiring of consultant/ Advisors for Business development activities of ONGC. Various powers indicated in this manual, as per authorities delegated under the provisions of ONGC BDP (at Board level& below Board level). The BDP powers shall stand automatically updated in accordance with the revisions / amendments carried out to the respective provisions of BDP (from time to time), unless any other specific instruction is issued subsequently by CS-ONGC/Chief MM/PMC/ONGC with respect to the provisions of such revisions in BDP.
- 31.1.3 Any changes/deviations in this procedure as may be required will be done with approval of Executive committee.

### **31.2 Procedure for placing Purchase Requisition (PR) on materials management**

- 31.2.1 **Assessment of Requirement/Scope of Work (SOW):** The Indentor i.e. BD&JV Group shall be responsible to assess the requirement and to ensure that the Scope of Work (SOW) is comprehensive as far as possible. The Scope of Work (SOW) along with special terms and conditions like completion period (wherever possible), experience requirement & other such condition should be finalised before sending the PR to MM Depts. for processing. The SOW for Financial & Tax and Accounting consultants should be prepared by BD&JV-Finance along with the expenditure estimates. Wherever completion schedule is mentioned in the RFP, provision for further extension of the contract beyond the contract period, be also suitably made. The Scope of Work along with Special terms and conditions will be approved by Head-BD&JV.

31.2.2 **Change in SOW:** Efforts should be made not to change the SOW after invitation of RFP/tender. However, if it is inevitable then the modification in Scope of Work (SOW) can be carried out with the approval of Director (HR)-In charge BD&JV group and the same would be notified to all the bidders before the due date of submission of bids so as to ensure that the bids are submitted accordingly in line with the modified SOW.

31.2.3 **Expenditure Sanction:** The PR must accompany the expenditure sanction as per BDP for the duly approved SOW from the sanctioning authority. Under exceptional circumstances the processing of a case may be allowed without expenditure sanction with the approval of Head-BD&JV However, under no circumstances, the price bid opening is to be allowed without expenditure sanction. Expenditure Sanction should be prepared in a realistic and logical manner i.e. either based on the past data available with BD Group or based on the budgetary quotation.

31.2.4 **Urgency:** The urgency should be clearly specified in the PR and the approval of Director-In charge BD&JV group be obtained by the User group before sending PR to MM.

31.2.5 **Indication of Agencies for inviting RFP/tender:** RFP/Tender enquiry shall be sent to all empanelled firms after the approval of Head-BD&JV. The list of empanelled consultants, for sending RFP/Tender enquiry can be pruned down with the approval of EC after due justification by BD&JV group.

In specific cases (including nomination cases), where strategic issues are involved or on the basis of confidentiality or if the target assets are located in more than one region/country or on some other criteria, RFP/Tender enquiry can be sent to firms which are not on the aforesaid panel or to firms which have been empanelled for multiple regions with the approval of EC.

31.2.6 **Date of Indent:** If the above points are not complied with by the Indentor, that indent will not be treated as a firm indent, till all the points are clarified. The date on which all the points or shortcomings in the indent are settled that date will be considered as the date of indent.

### 31.3 Empanelment of consultants/advisors

31.3.1 The case for empanelment of consultants/advisors shall be processed by the BD Team

- 31.3.2 The criteria for empanelment should be clearly specified while empanelling the consultants/advisors. The empanelment of consultants/advisors shall be based on criteria finalized in-house such as the ratings/rankings of the consultants/advisors appearing on International websites/publications available in public domain or based on criteria formalized in-house. The names of empanelled consultants/advisors shall be displayed on the ONGC website. The criteria and list of agencies to be empanelled for empanelment as consultants/advisors shall be approved by the EC and shall be reviewed as and when required but not later than two years.
- 31.3.3 Vendor empanelment will be for a period of 3 years and can be subsequently renewed in case the vendor performance is above the threshold set for de-empanelment. The empanelment process for new vendors on the basis of existing criteria will be opened every year
- 31.3.4 In case a consultant/advisor is hired on nomination basis who is not among the list of empanelled consultants/ advisors, this nominated consultant/ advisor would be empanelled for that specific opportunity category with the approval of Director(HR) In charge BD&JV. The empanelment criteria need to be published and opportunity provided (through open tender) for other consultants/advisors before limited tenders to vendors empanelled through nomination route can be carried out.

#### **31.4 Vendor Appraisal of Consultants/Advisors**

Vendor appraisal of consultants/advisors empanelled or otherwise, could be carried out according to para 17.4 on vendor appraisal.

#### **31.5 Invitation of RFP/tenders for appointment of consultants**

- 31.5.1 Limited tender to be preferred mode of tendering in business development as the sources of services is typically know and limited. Once the tender is invited the same should be finalised in a time bound manner. Re-invitation of tender is to be avoided keeping in the nature of business development at ONGC
- 31.5.2 **Issue of RFP/Tender:** RFP shall be issued to all bidders in line with para 31.2.5.
- 31.5.3 **Tender Fee:** No tender fee shall be charged as the tenders (RFP) are to be issued to already empanelled/identified consultants/advisors.

- 31.5.4 RFP/Tenders are to be invited through e-mail. For this purpose an individual tender box i.e. mailbox, for each type of consultant, is required to be created in ONGC-mail by the dealing MM officer and the details of this tender box shall be communicated to all the bidders (in RFP) along with due dates of tender submission and opening. Password for the mailbox will be sent by the In charge infocom/Designated officer to the dealing officer of MM Dept in a sealed cover which will be opened at time of tender opening.
- 31.5.5 The RFP/tenders will not be sent for publication in newspapers or website as these are to be invited from empanelled agencies only. Individual tenders will not be displayed on ONGC website as the names of empanelled consultants/advisors are already displayed as mentioned in para 31.3.
- 31.5.6 **Two Bid System:** Two Bid system shall be followed for all the tenders for hiring of consultants/advisors for BD&JV opportunities. The bidders will be asked to submit Unpriced i.e. Techno-commercial bid and Price bid separately in two different mailboxes in ONGC mail. Both the bids shall be submitted simultaneously in different mailboxes. The mailbox containing Techno-commercial bids will be opened first, on the scheduled day of tender opening as mentioned in RFP. Quality and cost based selection (QCBS) methodology of tender evaluation as explained in para 11.3 should be leveraged as required. After techno-commercial evaluation of the bids the techno-commercially acceptable bidders (all bidders in case of QCBS with no mandatory criteria) shall be notified of the date of opening of priced bids, by e-mail.
- 31.5.7 **Time to be allowed for tendering:** Save in special cases which should be approved by Head-BD&JV, minimum 04 working days' should be allowed to the consultants/Advisors for submission of their bids. The case for award of the contract should be finalized within 07 working days from the date of opening of Techno-commercial bid.

The date of opening of the Techno-commercial bid and price bid will be intimated to the bidders to enable them to participate in the bid opening, if they so like.

- 31.5.8 **Validity Period:** The bidders will be asked to keep their offers valid for 30 days from the date of opening of techno-commercial bids (un-priced bids). The price/rates would remain firm during the validity period of the bid.

For any particular case, if longer bid validity period is considered necessary, then the longer bid validity period can also be specified in the tender with the approval of Head-BD&JV, but due justifications for such longer bid validity requirement must be given while obtaining the approval. However, after specifying a reasonable time for bid validity period, the same must be adhered to.

31.5.9 **Nomination of Tender Receiving/Opening Officer(s):** Process as per 12.21 of this manual shall be followed

31.5.10 **Accounting & Opening of Tenders:** The Tender Receiving/Opening Officers will open the designated mailbox as notified in RFP. They shall take a screen printout of the same, open all the mails received and printout hard copies of all the bids received, bidder-wise. If any due date happens to be on a Gazetted Holiday then next working day may be fixed as the tender due date.

The Tender Opening Officers will encircle the rates and terms and conditions and put their initials. Total number of sheets in the bid will be mentioned on the first sheet of bid and all the sheets should be initialled by both the officers opening the bid and the bid will be given serial number. For example, if 7 bids have been received against one particular enquiry, then bids should be numbered as 1/7, 2/7 and so on. The bids which are received after due date and time should be marked 'Late' tender with No. 8/7 and so on.

Both Tender Opening Officers will sign the register against the name of the firms whose bids have been received. The tender opening officers should make sure that no space/page is left blank between the last entry of particular tender (which has been opened by them) and the starting page of the next tender (appearing in the register), by crossing out the blank space/page with the remark "space/page cancelled" and should also initial on these pages.

### **31.6 Hiring of consultants/advisors on nomination**

In case of any exigency/emergency the consultant/advisor can also be hired on nomination basis based on the following:

- a) Operational urgency
- b) In case any Consultant/Advisor brings the opportunity on exclusive basis
- c) Consultant/Advisor specific to the Project requirement

The detailed justification for hiring on nomination will be recorded by the Indentor in the proposal moved for A/A. A/A along with E/S shall be conveyed to Materials management for further action.

All nomination cases shall be reported to the Board as per prevailing instructions and any modifications thereof issued from time to time.

### **31.7 Cancellation/re-invitation of tenders**

31.7.1 Guidelines as per 14.3 of this manual should be followed

### **31.8 Extension of tender closing / opening date**

31.8.1 Guidelines as per 12.27 of this manual should be followed.



### **31.9 Clauses in tenders (RFP) / engagement agreement**

- 31.9.1 The standard tender document (RFP)/Engagement Agreement, duly approved by EC, shall be adopted for hiring of consultants/advisor. Any change in terms and conditions except special conditions of the Engagement Agreement, in the tender document, shall require the approval of EC.

### **31.10 Earnest money (bid security) and security deposit(performance security)**

- 31.10.1 EMD/SD shall not be obtained as the tenders are being invited from empanelled agencies/nominated agencies.
- 31.10.2 Liquidated Damages will not be applicable for empanelled/nominated agencies.

### **31.11 Clarification from bidders after tender opening**

- 31.11.1 At the techno-commercial bid evaluation stage, post tender clarifications should be avoided, as far as possible.
- 31.11.2 However, in case after opening of un-priced techno-commercial bids, if it is observed that clarifications from the bidders on important techno-commercial aspects are necessary for enhancing competition in the tender, opportunity shall be given to provide clarifications/ confirmations/deficient documents. TC will deliberate specifically on the issues requiring clarifications and submit their recommendations to Head-BD&JV for approval including cases falling within the powers of Directors and EC.
- 31.11.3 Clarifications should be sought from bidders, by specifying a reasonable cut-off time for submission of clarifications/ confirmations/ deficient documents. Sufficient time should be given to the bidders to submit their responses depending upon the nature of clarifications/confirmations/deficient documents which are required to be submitted. However, in the event of an unscheduled holiday falling on the specified day of the 'cut off time', the next working day shall be treated as the 'cut off time'. In all other situations, if an extension for the 'cut off time' is felt necessary based on requests received from the bidder(s), approval should be obtained from Head-BD&JV. Such approval for the same should be obtained before the expiry of the specified 'cut off time' and the decision should be communicated to all the bidders from whom the clarifications/conformations/deficient documents have been sought.
- 31.11.4 Clarifications/confirmations/deficient documents which are received after the specified cut-off date should be considered only in exceptional situations depending upon merit of the case, where at least two clear TA/CA offers are not available, with the approval of Director-In charge BD&JV group, after recording detailed justification for considering such offers.

### **31.12 Correspondence with bidders by indentors**

- 31.12.1 Guidelines as per 13.5.1 should be followed

### **31.13 Technical comments on offers**

31.13.1 Guidelines as per 13.1 should be followed.

### **31.14 Formation of tender committee and its monetary limits**

31.14.1 All cases of hiring consultants/advisors for BD opportunities will be referred to Tender Committee. The Materials Management will convene the tender committee.

31.14.2 Constitution of tender committee shall be as under:

31.14.3 Tender Committees should invariably be held when the same is scheduled. In case any of the TC members proceeds on leave / tour, he may authorize in writing the next subordinate senior most officer available in station to attend the TC meetings during his absence and to sign the TC proceedings. However, possibility of conducting of TC as a virtual conference should be considered before next lower level member is nominated. Level-I shall have full powers in such cases.

31.14.4 Immediately on receipt of bids in a tender, each member of the Tender Committee shall in the first Tender Committee itself give an undertaking (as per proforma enclosed at Appendix 2) that he/she does not have any personal interest in the Companies/Agencies participating in the tender process and that any change in status resulting in creation of personal interest during tender processing shall also be declared by the concerned members of Tender Committee, as and when it arises during tender processing.

31.14.5 Any official involved in tender processing, evaluation and / or award and having personal interest in any of the Companies/agencies participating in the tender, shall refrain from participating in the tender process. In such situations, the concerned official shall intimate to his next higher authority his inability to participate in the tender process and obtain approval nominating an alternate official for that particular case.

### **31.15 Evaluation of bids by tender committee, preparation of tender committee proceedings & shortlisting of bidders**

31.15.1 Tender Committee will examine the bids to prepare its recommendations for shortlisting of the bidders (including techno-commercial score if QCBS methodology is used) for price bid opening. Head-BD&JV shall be empowered to approve shortlisting for cases pertaining to his level. Director-In charge BD&JV group concerned will have full powers to approve short-listing of bidders or only techno-commercial scores in case of QCBS methodology with no mandatory criteria for price bid opening for cases falling within their powers and for EC level cases also.

The difference between quoted prices and the worked out prices actually taken for evaluation i.e. evaluated price should be explicitly recorded in the

minutes of Tender Committee (or, the purchase proposals) submitted to CPA for approval.

Uniformity should be maintained in the TC proceedings/purchase proposals while mentioning the names of bidders especially in abbreviated form and nomenclature of items etc.

31.15.2 It will be ensured by all TC members that Tender Committee proceedings are signed immediately on completion of the meeting, not exceeding 1 working day from the date of the meeting.

31.15.3 In case of deviation from the guidelines, all TC members will be held individually and collectively responsible. Any deviation from standard BEC, or where BECs have not been standardized, any adhoc change from the BEC of the previous contract will render the officer initiating the BEC personally liable for disciplinary action.

### **31.16 Acceptance of recommendations of tender committee**

31.16.1 Guidelines as per 10.5 of this manual should be followed.

### **31.17 Proposals to Executive Committee (EC)**

31.17.1 Terms & Conditions (except Scope of Work and Special Terms & Conditions) for appointment of consultant/advisor shall be standardized and approved by EC. Issue relating to modification in the BD procedure (for hiring of consultants/ advisors) of ONGC or any change in standard terms & conditions, may be referred to the Executive Committee (EC) for its decision.

### **31.18 Consideration of offers & shortlisting of bidders**

31.18.1 Guidelines as per 15.1 of this manual should be followed.

### **31.19 Reasonability of rates**

(MM/10/2016 dated 23.03.2016)

31.19.1 Guidelines as per Para 14.1 to be followed.

#### **31.19.2 Placement of order when one offer is received**

If after inviting tenders, only one offer is received against the tender, the order may be placed on the bidder provided the rates are considered reasonable or if the requirement is urgent. The urgency of the requirement would be approved by the Director-In charge BD&JV group.

### **31.20 Negotiations**

31.20.1 Guidelines as per 14.1 to be followed.

### 31.21 Powers for various activities

31.21.1 Competent Authority for approving Scope of Work, proposed Technical BEC (if any), Technical part of Special Conditions of the Contract, Invitation of Tenders, change of Scope of Work as a sequel to invitation of tender, shall be Head-BD.

#### 31.21.2 Purchase Powers

31.21.2.1 Accept a tender for hiring of consultant/advisor against tenders from empanelled agencies:

Competent purchase authority and extent of power shall be as BDP

31.21.3 Against Nomination, in case of operational urgency and/or reliability and/or exclusivity:

Competent purchase authority and extent of power shall be as per BDP

#### 31.21.4 Signing of Contracts / Placement of PO:

Authority	Extent of powers
As per BDP	Full Powers

### 31.22 Alterations in conditions of tenders (before issuance of tender)

31.22.1 Standard tender document with terms and conditions shall be followed for invitation of RFP. However, special conditions of contract in the tender can be added with the approval of Head-BD&JV. Any proposed provisions, which are in conflict with the existing policy/ procedure/ PMC instructions, will require approval of EC, ONGC.

31.22.2 For nomination cases CPA will have full powers to alter standard terms & conditions, if required.

### 31.23 Post contract issues

31.23.1 Post contract issues (Post LOA/NOA issues,) will require to be deliberated by the tender committee and submitted for approval of the Competent Purchase Authority.

31.23.2 All the post contract issues regarding amendment in condition(s) of contract will be approved by the authority as per the value of the case and powers delegated as per BDP.

**31.23.3 Increase in Scope Of Work (SOW) after award of contract:** If, during execution of the contract the SOW increase beyond the contractual provisions and it is considered critical as well as essential to get this additional SOW executed through the same contract, the following is authorised:

31.23.3.1 If the increase in SOW is up to a value of 10%, over and above the original contractual value then Head BD&JV can accord the A/A for continuing the job on the same terms and conditions & rates, however, the case is to be put up later on to CPA for ex-post facto approval (to be decided based on cumulative value) on the recommendation of TC.

31.23.3.2 At any point during execution of the contract, if it is felt that there is a chance that the value of additional SOW may increase beyond 10%, over and above the original contract value, the Project Group shall take A/A & E/S from the competent authority (to be decided based on cumulative value). The contract shall then be amended after taking prior approval of competent purchase authority (to be decided based on cumulative value) on the recommendation of TC before executing the additional SOW.

#### **31.24 Extension of completion date**

31.24.1 Guidelines as per 18.2.8 of this manual should be followed.

#### **31.25 Termination of contract**

31.25.1 Guidelines as per 23.2 of this manual should be followed.

#### **31.26 Complaints / representations - consideration of**

31.26.1 Guidelines as per 24.4 of this manual should be followed.

## **32 Procedure for charter hiring of Aircrafts/Helicopters for movement of VVIPs or to meet contingency/emergency**

- 32.1** The Indenting Department/Corporate Logistics shall obtain Administrative Approval (AA) and Expenditure Sanction (ES) from the concerned Director
- 32.2** For hiring of Aircrafts/Helicopters for movement of VVIPs or to meet contingency/emergency, whenever possible a Board of officers at the level of In-charge of Logistics/Indentor and corresponding level of Finance department shall be constituted with the approval of concerned key executive.
- 32.3** If it is found that constitution of Board is not possible due to paucity of time, full justification shall be recorded for the same, while submitting the proposal for AA.
- 32.4** The names of the firms to whom enquiries have to be sent shall be selected from the list of firms identified depending upon the originating sector of operation, type of Aircraft required, seating capacity etc. The list of the firms shall be updated from time to time by Corporate Logistics with the approval of Head Corporate Logistics.
- 32.5** The enquiries with brief technical details, terms & condition and tentative schedule shall be sent to as many firms by Logistics/Indentor as possible, as per instruction in vogue on this issue. Names of such firms proposed for sending enquiries shall also be get approved from the Concerned Director. The enquiry can be sent to the firms either by fax or by post depending upon the availability of time.
- 32.6** Conditions relating to submission of EMD and Security Deposit shall not be incorporated in the tender documents.
- 32.7** The fax bids can also be obtained and accepted for processing and finalization of the tender. However, the fax bids should be followed by original bid for records.
- 32.8** Based on the technical requirement mentioned in the enquiries, technical evaluation shall be carried out by the Logistics/Indentor. The Comparative Statement shall also be prepared by them and got vetted from the attached Finance.
- 32.9** A Tender Committee at In-charge level of Logistics/ Indentor and corresponding level of Finance Department shall meet for deliberation on hiring of the aircraft and lowest technically acceptable offer shall be recommended for award of Work Order. Irrespective of the value of the case, recommendation of the Tender Committee shall require approval of Concerned Director, Director (Finance) and CMD. In case of hiring of aircraft through Board of officers also, the proceedings of the Board consisting of In-charge level of Logistics/ Indentor and corresponding level of Finance Department for award of the Work Order shall be approved by Concerned Director, Director (Finance) and CMD.

**32.10** After approval of TC's recommendations/proceedings of the Board, PR and Work Order will be created for regularization of payment by Logistics/ Indentor.

**32.11** The cases upto Rs. 1 crore shall be reported to EPC and the cases above Rs. 1 crore shall be reported to Board

## **33 EPCG Cell**

### **33.1 Roles and Responsibilities**

33.1.1 The role and responsibility of EPCG Cell shall be as under:

- i. To obtain the year wise expected export revenue from Marketing Group Export Cell and work out the potential benefit under the EPCG Scheme.
- ii. To identify P.O.s/Contracts, where Custom Duty is payable against EPCG License can be obtained.
- iii. To obtain nexus certificate from the concerned indenter certifying that nexus exists between the item being procured and production of Naptha/Crude Oil.
- iv. To file application for EPCG License against each P.O. / Contract in the prescribed format and submit it to the office of DGFT and obtain EPCG License in time.
- v. To send the EPCG license to concerned T&S office so that the goods can be cleared at the concessional rate of Customs duty.
- vi. To co-ordinate with the T&S Office(s) so that after utilization of EPCG License, same is returned in original along with utilization statement to the EPCG Cell. Head T&S to maintain a proper record of EPCG Licenses, its utilization, custom duty saved along with details of P.O. etc.
- vii. To co-ordinate with indenter for obtaining installation certificate. The Indentors, in co-ordination with local MM & Finance, will obtain the installation certificate from jurisdictional Central Excise Authority (if applicable) or independent Chartered Engineer. Wherever application for installation certificate is made to Central Excise Authority and if 30 days have lapsed from the date of acknowledgment of such application, the trade shall submit the copy of acknowledgment along with a Chartered Engineer certificate confirming the installation of the capital goods within six months from the date of imports. However, the applicant shall submit declaration to the effect that no deficiency has been raised by the Excise Authority and original acknowledgment has not been called back by the Authority
- viii. To ensure that the installation certificate is submitted to the Regional Licensing Authority of DGFT within six months of import or if the same is not submitted, to get the required extensions from DGFT and to file the same within the extended time.
- ix. To forward the details of EPCG License to Export Cell in Marketing Group at Mumbai for carrying out the fulfilment of the export obligation.



x. To fill the necessary details in the DGFT formats along with installation certificates and apply for closure of the License and get the discharge of export obligation certificate issued from DGFT.

xi. To register all the locations/assets/plants/basins/institutes with Jt. DGFT (Joint Director General of Foreign Trade) and FIFO (Federation of Import Export Organization) if they are not registered.

xii. To maintain proper record of each EPCG License, its utilization, installation certificate details, Custom Duty saved, export obligation fulfilled within the stipulated period etc. for reporting and monitoring purpose,

xiii. where ever application for installation certificate is made to Central Excise Authority and if 30 days have lapsed from the date of acknowledgment of such application, ECPG cell shall submit the copy of acknowledgment along with a Chartered Engineer certificate confirming the installation of the capital goods within six months from the date of imports to the office of Zonal Jt. Director, General of Foreign trade. Along with a declaration that no deficiency has been raised by the Excise Authority and original acknowledgment has not been called back by the Authority where ever application for installation certificate is made to Central Excise Authority

### 34 Powers for various activities

#### 34.1 Competent Authority for approving various activities

(MM/04/2015 dated 28.04.2015)

(MM/10/2016 dated 23.03.2016)

SI No	Activity	Competent Authority
1	(i) (a) Scope of Work, Technical Specifications, proposed Technical BEC, proposed Price format, Technical part of Special Conditions of the Contract.  (b) Changes to Specifications, Scope of Work, Price Format and Technical part of Special Conditions of Contract whether as a sequel to pre-bid conference or otherwise.	Sanctioning Authority  Concerned Level-I executive shall have full powers, including cases falling under powers of Director/EPC.
	(ii) Pre-Qualification Criteria (PQC) for Limited Tender and the list of bidders who meet the PQC.	Level-II- For tenders valuing between Rs. 10 lakhs to Rs. 25 lakhs.  Level-I – For tenders valuing between Rs. 25 lakhs to their purchase powers as per BDP  Concerned Director shall have full powers, including cases falling under powers of EPC.
2	Invitation of Tenders including the type of tender to be invited, BEC, Price format, GCC (where standardised GCC are not applicable/available), Final Technical & Commercial Special Conditions of Contract (which are to be enclosed with the tender), Changes in BEC and price format and other tender conditions (other than standard conditions) as a sequel to pre-bid conference.	Competent Purchase Authority Concerned Director shall have full powers, including EPC level cases.  For the activity of Invitation of Tenders including the type of tender to be invited in case of purchase on single tender from OEM/OES/PAC basis, concerned L-1 executive shall have full powers.

Note:

(i) Any proposed provisions, which are in conflict with the existing policy/procedure/ PMC instructions, will require approval of EPC.

(MM/10/2016 dated 23.03.2016)

(ii) – Deleted -

## 34.2 Purchase Powers

34.2.1 Purchase powers shall be as outlined in the BDP.

34.2.2 Acceptance of offer other than lowest technically acceptable offer (where Tender Committee is not held)

- a. For tenders of value of less than Rs. 10 lakhs purchase shall be finalised with concurrence of Finance if the lowest technically acceptable offer is not operated.

## 34.3 Placement of development order on a domestic bidder

34.3.1 Powers for approving placement of development order are as under:

Authority	Extent of power
Executive Procurement Committee (EPC)	Full powers
Functional Director	As per BDP
L-1	As per BDP

## 34.4 Miscellaneous powers of officers of materials management

34.4.1 Freight for materials carried:

- a. Ocean, River, Railway, Road and Air (where Air is cheaper or more suitable than alternative modes except the cases where indenter had not specifically mentioned as per clause 20.7)

Authority	Extent of power
Level-III	As per actuals

- b. Air (including airlifting of imported material) in urgent cases

Authority	Extent of power
Level-I	As per actuals

Note: Above powers ((i) & (ii) above) appearing as per BDP (powers for Logistics) can be exercised by MM section also

34.4.2 Wharfage & Demurrage (Supply Material transported by ship/road/rail/Air)

Authority	Extent of power
Level-II	Full powers

Authority	Extent of power
Level-III	Upto Rs. 5,000 for each case

Notes:

1. Above powers appearing under BDP- (powers for Logistics can be exercised by MM section also).

2. Quarterly Report of Wharfage & Demurrage cases above Rs.5000 to be submitted to the concerned Level-1 executive

34.4.3 Expenditure sanction for hiring of service & facilities at ports (including airports), railway station/yard and allied agencies such as shipping/trucking/ cargo agents, stevedores, clearing & handling agents, etc. (includes services such as stevedoring, handling, trucking, clearing & handling charges and other charges at ports, railway station/trucking, store yard and handling and transporting charges to warehouse before dispatch of materials to destination and Certification agency dues and Mercantile Marine Departmental Charges)

Sl. No.	Authority	Extent of Powers	Remarks
i)	L-I	Up to Rs. 10 crore in each case	i) Efforts shall be made to enter into annual rate Contracts with suitable agencies wherever the handling and transportation jobs are of recurring nature and departmental facilities are not adequate.
ii)	L-II	Up to Rs. 10 crore in each case	
iii)	L-III	Up to Rs. 10 crore in each case	
iv)	L-IV	Up to Rs. 10 crore in each case	
			ii) Where such a contract is not available, the powers shall be exercised by the highest available officer at the level of Sr. MM officer and above.
			iii) Financial concurrence will be necessary.

### 34.5 Powers for purchase by negotiations

In case the purchase has to be effected by negotiations before placing order, the procedure laid down in 14.2 will be followed. The level of CPA shall be decided on the basis of higher of original evaluated value of L-1 bidder before negotiations or tender value.

### 34.6 Signing of POs / contracts

(MM/04/2015 dated 28.04.2015)

For the cases dealt by MM department, where TC is not held powers for signing of contracts / placement of PO shall be as under:

Approving Authority	Signing Authority
Level-I and above	I/c MM
Level-II	Level-II of MM
Level-III	Level-III of MM
Level-IV	E-4 of MM (where E-4 level executive of MM is not available, signing authority shall be next below level executive of MM dept.

**Note:**

The signing powers as above will be exercised subject to authorized signatory satisfying himself of the following conditions:

- a. Proper expenditure sanction for the procurement exists.
- b. The purchase has approval of competent purchase authority
- c. Agreement /Contract is placed on standardized/approved terms and conditions
- d. In case a tender results in multiple Orders/ Contracts, signing powers will be decided based on the sum total of all the individual orders/ Contracts

### 34.7 Exercising of powers of materials management discipline by officers designated in the discipline of mechanical / electrical / civil etc

Officers designated in the discipline of Mechanical / Electrical / Civil etc. but posted in Materials Management discipline may exercise powers of officers of Materials Management discipline provided such officers are posted with prior approval of Director I/C MM.

### 34.8 Observance of laid down procedure

34.8.1 The purchase powers are exercisable only if the purchase is effected subject to the observance of normal procedure for open / limited tenders.

34.8.2 If in any case it is considered desirable to invite tenders from a few selected firms, the prescribed procedure will be followed

### 34.9 Relaxation in conditions of tenders

34.9.1 All contracts should normally be entered into on the standard form prescribed for making purchases for the ONGC except where existing clauses are to be modified or special clauses added for compliance by the suppliers

(MM/10/2016 dated 23.03.2016)

34.9.2 In case of purchases of Proprietary items, procurement of materials/hiring of services from OEM /OES, the concerned Level-I will be empowered to relax standard terms and conditions of tenders/ POs / contracts provided the OEM / OES/ manufacturer of proprietary items does not accept such terms and conditions. It must be ensured that the items are consumed within one year from the date of receipt.

34.9.3 Relaxation in standard terms & conditions in tender documents for procurement of goods and hiring of services in case of hi-tech areas like deep water, sub-sea completion, HPHT services, shall be approved by concerned Director in all cases irrespective value of the cases. Such relaxation shall be granted based on the issues raised by prospective bidders during pre-bid conference and during evaluation of bids.

34.9.4 Corporate Tax(Applicable in tax protected contracts): In exceptional cases where Directs tax(es) arising under the contracts are to borne by ONGC ,contracts such nature should be entered into with the approval of Director concerned & Director(Finance ).

### 34.10 PERIOD WITHIN WHICH INDENTS ARE TO BE PROCESSED

The maximum time limits for various activities under different categories of tenders are prescribed in the schedules, as per details below:

Annexure A	Tender processing time applicable for Open Tenders
Annexure B	Tender processing time applicable for Limited Tenders

As far as possible, all tenders should be processed within time norms prescribed for the respective category of tender.

**Annexure-A****Tender processing time applicable for Open Tenders**

Sl. No.	Activity	Time schedule in number of days			
		EPC Cases		Non EPC Cases	
<b>A</b>	<b>Purchase Requisition to NIT publication</b>				
1	Receipt of Purchase Requisition by MM, complete in all respects	0		0	
2	Scrutiny of Purchase Requisition	5		5	
3	Approval of BEC (Holding TC and approval thereof)	8		8	
4	Publication of NIT (including uploading of NIT and tender documents on website)	7		7	
	(Total days for phase-A)	(20)		(20)	
<b>B</b>	<b>NIT publication to Techno-commercial bid opening(TBO)</b>				
1	Tender Sale Period	Upto bid closing			
2	NIT publication to Receipt of queries from vendors for pre-bid conference	21		21	
3	Scrutinizing the queries and holding pre bid conference	7		7	
4	Approval of Minutes of Pre-bid conference, issuance of minutes and amendments, if any	8		8	
5	Submission of offers (i.e. Opening of Techno-commercial bid)	21		21	
	(Total days for phase-B)	(57)		(57)	
<b>C</b>	<b>Techno-commercial bid opening to placement of LOA/NOA</b>				
1	(a) Preparation of techno-commercial CS	4	8 (1 & 2 to be carried	4	8 (1 & 2 to be carried

Sl. No.	Activity	Time schedule in number of days			
		EPC Cases		Non EPC Cases	
	(b) Vetting of CS	4	out concurrently)	4	out concurrently)
2	(a) Forwarding the offers for technical comments	1		1	
	(b) Technical Comments	7		7	
3	TC for evaluation (Holding TC and signing minutes)	8		8	
4	Approval of TC minutes	3		3	
5	Opening of price bids	5		5	
6	Preparation of CS for price bids	3		3	
7	Vetting of CS for price bids	4		4	
8	TC for finalization of tender (Holding TC and signing minutes)	5		5	
9	Approval for award of contract	18		3	
10	Award of LOA / NOA	1		1	
	(Total days for phase-C)	(55)		(40)	
<b>Total Tender processing time (A+B+C)</b>		<b>140</b>		<b>125</b>	

**Notes:**

- (i) In case any activity is completed before specified time, next activity should be commenced immediately.  
(MM/10/2016 dated 23.03.2016)
- (ii) Wherever pre-bid conference is not held / required, allotted time for the activities related to pre-bid conference shall be excluded and the time for submission of offers shall be 21 days from the date of publication of NIT.  
(MM/06/2015 dated 23.06.2015)
- (iii) In LSTK contracts, an additional time of 30 days for "Process Platforms" and 15 days for all other LSTK projects including "Well Platforms" and "Pipe Lines" shall be applicable for the activities between B3 & B4.
- (iv) In tender for procurement of Chemicals where bidders are required to obtain a sample test report of chemical from ONGC/ ONGC approved Lab in India and submit the same along with the bid, an additional time of 15 days shall be provided to bidders for submission of bids.
- (v) If seeking clarifications becomes necessary (applicable for all types of tenders), an additional time of 20 days shall be allocated for each round of clarifications (to cover the time required for obtaining clarifications, scrutiny of clarifications, holding TC and approval thereof etc.). However, the time for



scrutiny, holding TC, approval etc. should be curtailed to the barest minimum possible.

- (vi) Wherever approval of Director is required an additional time of 5 days would be applicable. Wherever approval of EPC (other than for activity indicated at C.9 above) is required, an additional time of 15 days would be applicable.

**Annexure-B****Tender processing time applicable for Limited Tenders**

Sl. No.	Activity	Time schedule in number of days		
		EPC Cases	Non EPC Cases	
			Upto Rs 10 lakhs	
<b>A</b>	<b>Purchase Requisition to Issue of tender enquiries</b>			
1	Receipt of Purchase Requisition by MM, complete in all respects	0	0	
2	Scrutiny of Purchase Requisition	5	5	
3	Approval of BEC / PQC (For holding TC and approval thereof)	8	8	
4	Issue of tender enquiries (and uploading on website for cases above Rs. 10 lakhs)	7	7	
	(Total days for phase-A)	(20)	(20)	
<b>B</b>	<b>Issue of tender enquiries to Techno-commercial bid opening (TBO)</b>			
1	Receiving requests for tender enquiries from vendors whose name not included in original list	10	10	
2	Verification of such request by indentor and issue of tender enquiries to eligible bidders (including the time required for receiving same by the bidder)	6	6	
3	Receipt of queries from vendors for pre-bid conference	7	7	
4	Scrutinizing the queries and holding pre bid conference	8	8	
5	Approval of Minutes of Pre-bid conference, issuance of minutes	8	8	
6	Submission of offers (i.e. Opening of Techno-commercial bid in two bid system / bid opening in single bid system)	21	21	
	(Total days for phase-B)	(60)	(60)	

Sl. No.	Activity	Time schedule in number of days					
		EPC Cases	Non EPC Cases				
			Upto Rs 10 lakhs				
<b>C</b>	<b>Techno-commercial bid opening (TBO) to LOA/NOA</b>						
1	(a) Preparation of techno-commercial CS	4	8 (1 & 2 to be carried out concurrently)	4	8 (1 & 2 to be carried out concurrently)		
	(b) Vetting of CS.	4		4			
2	(a) Forwarding the offers for technical comments	1		1			
	(b) Technical Comments	7		7			
3	TC for evaluation (Holding TC and signing minutes)		8		8		
4	Approval of TC minutes		3		3		
5	Opening of price bids (in two bid system)		5		5		
6	Preparation of CS for price bids (in two bid system)		3		3		
7	Vetting of CS for price bids (in two bid system)		4		4		
8	TC for finalization of (in two bid system) (Holding TC and signing minutes)		5		5		
9	Approval for award of contract.		18		3		
10	Award of LOA / NOA		1		1		
	(Total days for phase-C)		(55)		(40)		
<b>Total Tender processing time (A+B+C)</b>			<b>135</b>		<b>120</b>		

**Notes:**

- (i) In case any activity is completed before specified time, next activity should be commenced immediately.  
(MM/10/2016 dated 23.03.2016)
- (ii) Wherever pre-bid conference is not held / required, allotted time for the activities related to pre-bid conference shall be excluded and the time for submission of offers shall be 21 days from the date of publication of NIT.

- (iii) Wherever pre-bid conference is not held / required, allotted time for the activities related to pre-bid conference (i.e. B3, B4 and B5) shall be excluded and the time for submission of offers (i.e. B6) shall be reduced to 10 days.

(MM/06/2015 dated 23.06.2015)

- (iv) In LSTK contracts, an additional time of 30 days for “Process Platforms” and 15 days for all other LSTK projects including “Well Platforms” and “Pipe Lines” shall be applicable for the activities between B3 & B4.
- (v) In tender for procurement of Chemicals where bidders are required to obtain a sample test report of chemical from ONGC/ ONGC approved Lab in India and submit the same along with the bid, an additional time of 15 days shall be provided to bidders for submission of bids.
- (vi) If seeking clarifications becomes necessary (applicable for all types of tenders), an additional time of 20 days shall be allocated for each round of clarifications (to cover the time required for obtaining clarifications, scrutiny of clarifications, holding TC and approval thereof etc.). However, the time for scrutiny, holding TC, approval etc. should be curtailed to the barest minimum possible.
- (vii) Wherever approval of Director is required an additional time of 5 days would be applicable. Wherever approval of EPC (other than for activity indicated at C.9 above) is required, an additional time of 15 days would be applicable.
- (viii) Norms for the activities indicated at B-(1) and B(2) shall be applicable only for the cases where Limited tenders have been invited as against Open tenders as per para 8.2.6

## Appendix 1 High Sea Sales Agreement

(On Non judicial Stamp paper of appropriate value)

Agreement No. \_\_\_\_\_

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

Subject:

This agreement between \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as "Seller") on ONE PART

And

Oil and Natural Gas Corporation Limited, having its registered at 124, Connaught Circus, Jeevan Bharti Building, Tower-II, New Delhi (hereinafter referred to as "Buyer" ) on the OTHER PART.

Whereas the Seller has made an offer to the Buyer for sale of \_\_\_\_\_, vide quotation No. \_\_\_\_\_ dated \_\_\_\_\_

Whereas, the Buyer has accepted the above mentioned offer of the Seller and accordingly placed purchase order No. \_\_\_\_\_ dated \_\_\_\_\_ .

Whereas the Seller in his above mentioned quotation has offered to sell the goods to the Buyer on 'High Sea Sales' basis and the Buyer has accepted the terms of High Sea Sales.

Now this agreement witnessed as follows:

1. Name and Address of Buyer : ONGC  
Address of the work centre.
2. Description of Goods.
3. Quantity.
4. Name of foreign Supplier / Source of Supply
5. Name of freight forwarder / Ship / Vessel / flight
6. Bill of lading No. and date / Master AWB No. / House AWB No. and date.
7. Port / Airport of Despatch
8. Consideration/ Payment to Indian Supplier.
9. Invoice No. and date
10. Consignee Port

11. Country of origin

12. Customs duty ( To be paid by the buyer directly to Customs Authority wherever applicable, otherwise Nil against EC for the material meant for PEL/ML areas)

13. Taxes / Govt. levies: No Sales Tax shall be charged or levied as the goods are being sold and delivered to the buyer on High Sea Sales basis. This sale is considered to have been completed on handing over of the endorsed Bill of lading /AWB and the invoice and material accepted by ONGC. Title of the goods stands transferred to the buyer on handing over of the BL / AWB and invoice duly endorsed in favour of the buyer when the goods are on High Sea.

14. Insurance: Seller to submit Marine Transit Insurance policy with due endorsement in favour of ONGC at the time of sale, along with transfer of rights of subrogation in favour of ONGC.

15. Clearance of goods: The sale being a high sea sale, the buyer would make his own arrangement for Custom clearance at Consignee Port/ Airport. Customs handling and clearance charges will be to the account of buyer.

16. Payment: As per PO No. \_\_\_\_\_

17. The Buyer undertakes to forward the Exchange control copy of the Bill of entry, under which they would clear the goods, to the seller after getting the same duly authenticated by the Customs Authorities.

18. IEC Code of the buyer is \_\_\_\_\_.

Above mentioned Parties entered into a contract on High Sea Sales basis for the goods specified above subject to terms and Conditions mentioned above and herein under:

1. On the basis of PO placed by Buyer for the goods specified herein on the seller, the Seller has placed Order No. \_\_\_\_\_ dated \_\_\_\_\_ on M/s \_\_\_\_\_ (Name of Foreign supplier) which is sea freighted / air freighted as per schedule furnished above. The seller has agreed to the sale and the Buyer has agreed to purchase the Consignment on High Sea Sales Basis for the amount specified above.

2. Based on the PO No. \_\_\_\_\_ dated \_\_\_\_\_ (ONGC order No. and date), the payment terms committed by the buyer, the seller hereby transfers the title of the goods to the Buyer through this contract.

3. Customs duties, Port charges, Insurance, demurrage , wharfage and other incidentals etc. shall be as per clause \_\_\_\_\_ of the PO No. \_\_\_\_\_ dated \_\_\_\_\_ (ONGC order No. and date).

4. All other Taxes and applicable duties shall be as per PO No. \_\_\_\_\_ dated \_\_\_\_\_ (ONGC order No. and date).

5. High Sea Sales shall be subject to Force majeure.

6. The Buyer undertakes to forward the Exchange control copy of the Bill of entry, under which they would clear the goods, to the seller after getting the same duly authenticated by the Customs Authorities.

7. Any amendment and supplements to this contract are valid only if they are agreed to by both the parties in writing and signed by the authorised representatives of both the parties.

8. The High Sea Sales contract signed by both the parties to this contract would be irrevocable until all such acts as specified herein have been completed.

IN WITNESS WHEREOF the Seller and the buyer hereto have set their respective hands on the date mentioned above.

SELLER : Name of the Indian Supplier.

BUYER : ONGC

For the Buyer.

For the Seller.

Witness.

Witness.

## Appendix 2 Proforma of Undertaking

(To be submitted individually by each member of Tender Committee)

I,..... (Name of the TC Member) do hereby undertake that:

I do not have any personal interest in the Companies/Agencies participating in the tender process against Tender No. ....

None of the members of my family and / or my relatives (as per the list mentioned in Appendix-III of the 'Code of Conduct for Board members and Senior Management Personnel') are proprietor/partner/Director or employee in the Companies/Agencies participating in the aforesaid tender.

Further, neither myself, nor any member of my family and/or my relatives (as per the list mentioned in Appendix-III of the 'Code of Conduct for Board members and Senior Management Personnel') hold more than 2 % of the paid-up share capital of Companies/Agencies participating in the aforesaid tender.

I further undertake that any change in the above status resulting in creation of personal interest during tender processing shall also be declared by me, as and when it arises during tender processing.

I also declare that all the above information is correct to the best of my knowledge.

Signature:

Name:

Designation:



**Appendix 3 TERMS & CONDITIONS OF TENDER FOR PURCHASES UPTO  
Rs.10.00 LAKHS**

**OIL & NATURAL GAS CORPORATION LTD.**

Office of.....

.....

Visiting hours.....

Phone No.....

No.

Dated.

**Purchase Order**  
(Subject to jurisdiction.....)

To

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

With reference to your quotation No.....  
dated..... please supply the under mentioned goods subject to the terms  
and conditions indicated below and also terms and conditions enclosed at Annexure  
'A':-

Sl. No	Material Code	Part No.	Description	Unit	Qty.	Rate	Amount

- i.) Packing & Forwarding Charges :
- ii.) Taxes :
- iii.) Terms & Delivery :
- iv.) Consignee :

- v.) Date of delivery :
- vi.) Place of delivery :
- vii.) Dispatch instructions :
- viii.) Inspection to be carried by :
- ix.) Place at which to be tendered  
for inspection :
- x.) Bill to be made in the name of :
- xi.) Payment through Bill in triplicate :
  - (a) By the :
  - (b) During the year :
- xii.) Purchase order code :
- xiii.) Vendor Code :
- xiv.) Insurance :
- XV.) Mode of transport :

On receipt of the purchase order, the seller should confirm within 15 days of issue of the Purchase Order that he is arranging to supply the material within the stipulated delivery. If not, ONGC may cancel the contract.

**(PURCHASE OFFICER)**

Copy to:-

1. Consignee
2. Finance and Accounts Officer - 2 copies.
3. Indentor.
4. Inspection Deptt.
5. Office copy.

**TERMS & CONDITIONS OF PURCHASE ORDER FOR  
PURCHASES UPTO Rs.10.00 LAKHS**

**1. WARRANTIES AND GUARANTEES**

**1.1 MATERIALS AND WORKMANSHIP**

Supplier shall fully warrant that the stores, equipment and component supplied under the order shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, Materials and Workmanship).

- 1.2 Should any defects be noticed in design, material and/or workmanship within 12 months after the goods or any portion thereof as the case may be have been delivered (and commissioned) to the final destination indicated in the contract or for 18 months after the date of dispatch whichever period conclude earlier unless specified otherwise in the condition of contract. ONGC shall inform supplier and supplier shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/replacement/modification of the defective equipment at site, without any cost to ONGC within a reasonable period. If the supplier fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period, ONGC shall be free to take such corrective action as may be deemed necessary at supplier's risk and cost after giving notice to the supplier.
- 1.3 Damage to the machinery and/or replacement due to incomplete and erroneous instructions issued by supplier will be the responsibility of the supplier and will be treated according to the provisions of warranty clause. Normal wear and tear shall not come under purview of this clause.
- 1.4 In case defects are of such nature that equipment shall have to be taken to supplier's work for rectification etc. supplier shall take the equipment at his cost after giving necessary undertaking or security as may be required by ONGC. ONGC shall if so require by the supplier, dispatch the equipment by quickest mode on freight to pay basis to the supplier's work. After supplier shall deliver the equipment at site on freight pre-paid basis. All risks in transit to and fro shall be borne by the supplier.
- 1.5 Equipment or spare parts thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.
- 1.6 If the repairs, replacement or modifications referred are of such nature as may affect the efficiency of the equipment ONGC shall have the right to give to the supplier within one month of such replacement/renewal, notice in writing to carry out test as may be required for acceptance of the equipment.

## **2. REJECTION**

- 2.1 If ONGC finds that the goods supplied are not in accordance with the specifications and other conditions stated in the order or its sample are received in damaged condition (of which matter ONGC will be the sole judge), ONGC shall be entitled to reject the whole of the goods or the part as the case may be and intimate to the supplier the rejection without prejudice to the ONGC other rights and remedies to recover from the supplier any loss which ONGC may be put to, also reserving its right to forfeit the security deposit/performance bond if any made for the due fulfillment of the contract. The goods shall be removed by the supplier and if not removed within 14 days of the date of communication of the rejection ONGC will be entitled to dispose of the same on account and at the risk of the supplier and after recovering the storage charges at the rate of 5% of the value of goods for each month or part of a month and the loss and expenses if any caused to the ONGC, pay balance to the supplier.

## **3. REPLACEMENT**

- 3.1 Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.

## **4. SUB-LETTING AND ASSIGNMENT:**

- 4.1 The contractor shall not save with the previous consent in writing of the Purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided nevertheless that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

## **5. BREAKAGE/SHORTAGE**

- 5.1 Claim in respect of breakage/shortages in any case shall be preferred on the supplier within thirty days from the date of receipt of stores by the consignee which shall be replaced/made good by the supplier at his own cost. All risk of loss or damage to the material shall be upon the supplier till it is delivered to the purchaser/consignee.

## **6. SECURITY DEPOSIT / PERFORMANCE BOND / CONTRACT SECURITY**

- 6.1 For purchases exceeding Rs. 1.00 lakh, the successful bidder, within 15 days of receipt of order / letter of award, will be required to send security deposit in the form of Bank Draft (or in lieu thereof Performance Bond, in the form of Bank Guarantee as per ONGC's standard proforma) @ 10% of contract value. However, the condition will not be applicable for procurement of materials of proprietary nature from Original Equipment Manufacturers or Distributors / Sole Selling Agents / Authorized Dealers of the Original Equipment Manufacturer.

**7. CANCELLATION OF PURCHASE ORDER** (applicable for purchases up to Rs. 1 lakh):

7.1 Time and date of delivery shall be the essence of the contract. If the contractor/supplier fails to deliver the stores, or any installment thereof within the period fixed for such delivery in the schedule or any time repudiates the contract before the expiry of such period, the purchaser may, without prejudice to any other right or remedy available to him, to cancel the contract/PO or a portion thereof by serving prior notice to the contractor/supplier

**8. FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE** (applicable for purchases above Rs. 1 lakh):

8.1 Time and date of delivery shall be the essence of the contract. If the contractor/supplier fails to deliver the stores, or any instalment thereof within the period fixed for such delivery in the schedule or any time repudiates the contract before the expiry of such period, the purchaser may, without prejudice to any other right or remedy, available to him to recover damages for breach of the contract:

(MM/10/2016 dated 23.03.2016)

(a) Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to to ½% (Half percent) of the contract/supply order price of the whole unit per week for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be up to a ceiling of 10% of the contract/PO price of the whole unit of stores which the contractor/supplier has failed to deliver within the period fixed for delivery; or

(b) Cancel the contract/PO or a portion thereof by serving prior notice to the contractor/supplier.

(MM/10/2016 dated 23.03.2016)

(c) It may further be noted that clause(a) above provides for recovery of liquidated damages on the cost of contract/supply order price of delayed supplies(whole unit) at the rate of ½%(Half per cent) of the contract/PO price of the whole unit per week for such delay or part thereof up to a ceiling of 10% of the contract/PO price of delayed supplies (whole unit). Liquidated damages for delay in supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the PO, from the bill for payment of the cost of the materials submitted by the contractor/supplier or his foreign principals in accordance with the terms of PO/contract or otherwise.

(d) Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered only when all its components and parts are also delivered. If certain components are not delivered in time the equipment and material will be considered as delayed until such time all the missing parts are also delivered.

8.2. **Levy of liquidated damages(LD) due to delay in supplies :** LD will be imposed on lot wise, item wise and consignee wise unless 75% of the value ordered lot wise, item wise and consignee wise is supplied within the stipulated delivery period. Where 75% of the value ordered has been supplied within stipulated delivery period, LD will be imposed on the order value of delayed supply(ies) lot wise, item wise, consignee wise. However, where in judgement of ONGC, the supply of partial quantity does not fulfil the operating need, LD will be imposed on full value of the PO.

Note: For service contracts value upto Rs. 10.00 lacs the above contract can be modified based on the nature of service. Standard terms & conditions of the service contracts can be adopted suitably.

**Appendix 4 Form for extension of completion date, required due to entire delay being solely on account of contractor/supplier**

OIL & NATURAL GAS CORPORATION LTD

No. \_\_\_\_\_ Date \_\_\_\_\_

Sub: Work/Contract No. \_\_\_\_\_ dated \_\_\_\_\_ for  
\_\_\_\_\_

Ref: Your letter No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sirs,

1. You failed to complete the entire work within the contract completion period. In your letter under reference, you have asked for extension of time for completion. In view of the circumstances stated in your above referred letter, the time for completion is extended from \_\_\_\_\_ to \_\_\_\_\_ . Please note that an amount equal to the liquidated damages for delay in the completion of work after the expiry of the contract completion period shall be recovered from you as mentioned in clause \_\_\_\_\_ for the extended period, notwithstanding the grant of this extension.
2. The above extension of completion date shall also be subject to the following further conditions:
  - a) that no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, sales Tax or on account of any other tax or duty leviable in respect of the materials specified in the said work order \_\_\_\_\_ which \_\_\_\_\_ takes \_\_\_\_\_ place \_\_\_\_\_ after \_\_\_\_\_ shall be admissible on such of the said works as are completed after the said date; and
  - b) that notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after \_\_\_\_\_ shall be admissible on such works as are completed after the said date;
  - c) but, nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs Duty, Excise Duty, Sales Tax or on account of any other tax or duty, which takes place after the expiry of the above mentioned date namely \_\_\_\_\_

Yours Sincerely

**Appendix 5 Form for extension of completion date, where delay, in part, is on account of ONGC**

OIL & NATURAL GAS CORPORATION LTD

No.

Date

Sub: Work/Contract No. \_\_\_\_\_ dated \_\_\_\_\_ for  
\_\_\_\_\_

Ref: Your letter No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sirs,

1. You failed to complete the entire work within the contract completion period. In your letter under reference, you have asked for extension of time for completion. In view of the circumstances stated in your above referred letter, the time for completion is extended from \_\_\_\_\_ to \_\_\_\_\_, reserving our right to levy liquidated damages from you for delay in the completion of work after the expiry of the contract completion period as mentioned in clause \_\_\_\_\_ for the extended period, notwithstanding the grant of this extension.
2. The above extension of completion date shall also be subject to the right of ONGC to claim a reduction in prices on account of reduction in statutory duties / taxes etc. which may take place during the extended period of completion. However, increase in prices during extended completion period on account of increase in statutory duties/taxes etc. admissible under Change in Law clause of this work order/contract shall be granted, only if extension is due to delay on the part of ONGC .

Yours Sincerely



## Appendix 6 Details of contracts/purchase orders

Details of contracts/purchase orders awarded during the Month \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12	13
Tender No.	Item / Nature of work	Mode of Tender Enquiry	Date of Publication of Invitation to Bid in web site	Type of Bidding (Single / Two Bid system)	Last date of receipt of tenders	Nos of tenders received	Nos and names of bidders not qualified for price evaluation	Nos and names of bidders qualified for price evaluation	Whether contract awarded to lowest tenderer/ Evaluated L1	Contract No. & date	Name of contractor and place	Value of contract (in Indian Rs.)
<b>(a) Purchase of Capital items</b>												
<b>(b) Purchase of Stores items</b>												
<b>(c) Purchase of Spares</b>												
<b>(d) Charter Hire/Rate Contracts</b>												
<b>(e) Turnkey contracts</b>												
<b>(f) Other contracts (including civil and electrical works etc.)</b>												

## Appendix 7 Details of contracts executed/completed

(a) Details of contracts executed/completed during the Month\_\_\_\_\_

1	2	3	4	5	6	7	8	9	10
Tender No.	Item / Nature of work	Contract No. & date	Name of contractor and place	Value of Contract (in Indian Rs.)	Scheduled date of start of work	Scheduled date of completion of work	Actual date of start of work	Actual date of completion	Reasons for delay if any
<b>(a) Charter Hire / Rate Contracts</b>									
<b>(b) Turnkey contracts</b>									
<b>(c) Other contracts (including civil and electrical works etc.)</b>									

(b) Details of Purchase orders executed/completed during the Month\_\_\_\_\_

1	2	3	4	5	6	7	8
Tender No.	Item/Nature of work	Contract No.& date	Name of contractor and place	Value of contract (in Indian Rs.)	Scheduled date of completion of supplies	Actual date of completion of supplies	Reasons for delay if any
<b>(a) Purchase of Capital items</b>							
<b>(b) Purchase of Stores items</b>							
<b>(c) Purchase of Spares</b>							

**Appendix 8 Details of nomination cases**

**Quarterly Report**

**Period:**

**Sub: Details of all works including purchases, Services and sales, and above, awarded on Nomination basis**

SI. No	Details of purchase Order/Contract(s) awarded on nomination Basis			Whether contractor is a PSU (indicate YES/NO)	Type of Services	Details of Approving Authority (As per BDP)	Date of appraisal to Director/EPC as applicable	Detailed Reasons with full justifications for processing the Nomination case	Whether the contract has been concluded based on the ongoing contract with same rates, terms & conditions (YES/NO)
	Purchase Order/ contract No & Date	Name of Contractor	Value (Rs. in Lac)						
01	02	03	04	05	06	07	08	09	10

**Signature:**

**Name of Key Executive:**

**Designation:**

**Assignment:**

**Appendix 9 Criteria for Ranking of Bidders for Procurement of Premium Bits on Consignment basis**

**A. General Information:**

Sl. No.	Parameters	Allocation of Marks		Weightage Factor	Marks
1	Experience of Bit Manufacturer (Minimum Required experience – Five Years)	Highest among the bidders	100	0.05	
		Others	Percentage to the highest		
2.	Sales volume of Bits for the last three years	Highest among the bidders	100	0.05	
		Others	Percentage to the highest		
3.	Expenditure on R&D for the last three years	Highest among the bidders	100	0.10	
		Others	Percentage to the highest		
<b>Total (A) (For 1 to 3 above)</b>				<b>0.20</b>	

**B. Bit Specific Information**

**B. 1 For 17-1/2” Bit**

Sl. No.	Parameters		Allocation of Marks		Weightage Factor	Marks
4.1	No. of Bits used for deep formation drilling (Last three years)	Depth in 2000 M & above.	Highest among the bidders	100	0.20	
			Others	Percentage to the highest		
4.2	Supply of bits (Nos.) during last 3 years to below mentioned leading companies: 1. Shell 2. Chevron 3. BP 4. Agip 5. Totalfina		Highest among the bidders	100	0.20	
			Others	Percentage to the highest		

Sl. No.	Parameters		Allocation of Marks		Weightage Factor	Marks
	6.Statoil 7.Petrobras 8.Unocol 9.Exxon Mobil 10.Kerr Mcgee					
4.3	Supply of bits to Indian Companies during last 3 years (Nos.)	Offshore	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
		Onshore	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
4.4	Performance of bits (Last three years)					
	Best Five bits depth in 2000 M to 3999 M	Total Meterage	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
	Best Five bits depth in 4000 M to 4999 M	Total Meterage	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
	Best Five bits depth in above 5000 M	Total Meterage	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.07	
			Others	Percentage to		

Sl. No.	Parameters	Allocation of Marks	Weightage Factor	Marks
			the highest	
<b>Total (B.1) (For 17-1/2" Bits)</b>			<b>0.80</b>	

**B. 2 For 12-1/4" Bit**

Sl. No.	Parameters	Allocation of Marks	Weightage Factor	Marks		
5.1	No. of Bits used for deep formation drilling (Last three years)	Depth in 2000 M to 4000 M.	Highest among the bidders	100	0.15	
			Others	Percentage to the highest		
		Depth in 4000 M & above.	Highest among the bidders	100		0.15
			Others	Percentage to the highest		
5.2	Supply of bits (Nos.) during last 3 years to below mentioned leading companies: 1. Shell 2. Chevron 3. BP 4. Agip 5. Totalfina 6. Statoil 7. Petrobras 8. Unocol 9. Exxon Mobil 10. Kerr Mcgee	Highest among the bidders	100	0.10		
		Others	Percentage to the highest			
5.3	Supply of bits to Indian Companies during last 3 years (Nos.)	Offshore	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
		Onshore	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
5.4	Performance of bits (Last three years)					
	Best Five bits depth in 2000 M to 3999 M	Total Meterage	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
		Average ROP	Highest among the	100	0.03	

Sl. No.	Parameters		Allocation of Marks		Weightage Factor	Marks
			bidders			
			Others	Percentage to the highest		
	Best Five bits depth in 4000 M to 4999 M	Total Meterage	Highest among the bidders	100	0.05	
Others			Percentage to the highest			
Average ROP		Highest among the bidders	100	0.05		
		Others	Percentage to the highest			
	Best Five bits depth in above 5000 M	Total Meterage	Highest among the bidders	100	0.07	
Others			Percentage to the highest			
Average ROP		Highest among the bidders	100	0.07		
		Others	Percentage to the highest			
<b>Total (B.2) (For 12-1/4" Bits)</b>					<b>0.80</b>	

### B. 3 For 8-1/2" Bit

Sl. No.	Parameters		Allocation of Marks		Weightage Factor	Marks
6.1	No. of Bits used for deep formation drilling (Last three years)	Depth in 2000 M to 4000 M.	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
		Depth in 4000 M to 5000 M.	Highest among the bidders	100	0.10	
			Others	Percentage to the highest		
		Depth in 5000 M & above.	Highest among the bidders	100	0.13	
			Others	Percentage to the highest		



Sl. No.	Parameters		Allocation of Marks		Weightage Factor	Marks
6.2	Supply of bits (Nos.) during last 3 years to below mentioned leading companies: 1. Shell 2.Cheveron 3.BP 4.Agip 5. Totalfina 6.Statoil 7.Petrobras 8.Unocol 9.Exxon Mobil 10.Kerr Mcgee		Highest among the bidders	100	0.10	
			Others	Percentage to the highest		
6.3	Supply of bits to Indian Companies during last 3 years (Nos.)	Offshore	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
		Onshore	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
6.4	Performance of bits (Last three years)					
	Best Five bits depth in 2000 M to 3999 M	Total Meterage	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
	Best Five bits depth in 4000 M to 4999 M	Total Meterage	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
	Best Five bits depth	Total Meterage	Highest among the	100	0.07	

Sl. No.	Parameters	Allocation of Marks		Weightage Factor	Marks
	in above 5000 M		bidders	Percentage to the highest	0.07
			Others		
	Average ROP	Highest among the bidders	100		
		Others	Percentage to the highest		
<b>Total (B.3) (For 8-1/2" Bits)</b>				<b>0.80</b>	

#### B. 4 For 6" Bit

Sl. No.	Parameters	Allocation of Marks		Weightage Factor	Marks
7.1	No. of Bits used for deep formation drilling (Last three years)	Depth in 2000 M to 4000 M.	Highest among the bidders	100	0.07
			Others	Percentage to the highest	
		Depth in 4000 M to 5000 M.	Highest among the bidders	100	0.10
			Others	Percentage to the highest	
		Depth in 5000 M & above.	Highest among the bidders	100	0.13
			Others	Percentage to the highest	
7.2	Supply of bits (Nos.) during last 3 years to below mentioned leading companies: 1. Shell 2.Cheveron 3.BP 4.Agip 5. Totalfina 6.Statoil 7.Petrobras 8.Unocol 9.Exxon Mobil 10.Kerr Mcgee	Highest among the bidders	100	0.10	
		Others	Percentage to the highest		
7.3	Supply of bits to Indian Companies during last 3 years	Offshore	Highest among the bidders	100	0.05
			Others	Percentage to the highest	

Sl. No.	Parameters		Allocation of Marks		Weightage Factor	Marks
	(Nos.)	Onshore	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
7.4	Performance of bits (Last three years)					
	Best Five bits depth in 2000 M to 3999 M	Total Meterage	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.03	
			Others	Percentage to the highest		
	Best Five bits depth in 4000 M to 4999 M	Total Meterage	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.05	
			Others	Percentage to the highest		
	Best Five bits depth in above 5000 M	Total Meterage	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		
		Average ROP	Highest among the bidders	100	0.07	
			Others	Percentage to the highest		

Sl. No.	Parameters	Allocation of Marks	Weightage Factor	Marks
	<b>Total (B.4) (For 6" Bits)</b>		<b>0.80</b>	

- C.1: For Ranking of Bit Manufacturers of 17-1/2" Bits  
Net Marks for 17-1/2": Marks in (A) + Marks in (B.1)**
- C.2: For Ranking of Bit Manufacturers of 12-1/4" Bits  
Net Marks for 12-1/4": Marks in (A) + Marks in (B.2)**
- C.3: For Ranking of Bit Manufacturers of 8-1/2" Bits  
Net Marks for 8-1/2": Marks in (A) + Marks in (B.3)**
- C.4: For Ranking of Bit Manufacturers of 6" Bits  
Net Marks for 6": Marks in (A) + Marks in (B.4)**

**Appendix 10 Details and Documents to be submitted for evaluation of Bits under Procurement on Consignment basis**

<b>Parameters</b>	<b>Queries</b>	<b>Supporting Documents Required</b>	<b>Response from bidder</b>	<b>Supporting Documents enclosed</b>
Experience	How long the company is in the business of bit manufacturing?	Annual report or any published document		
Sales Volume	Revenue from the bit sales for last three years?	-do-		
R&D	Expenditure on R&D for last three years	-do-		

Following information is to be provided for 17-1/2", 12-1/4", 8-1/2" and 6" Bits separately. The information required is for the last three years.

<b>Bits</b>	<b>Sales Volume of Bits during last three years</b>	<b>Any published authentic document</b>	<b>Response from bidder</b>	<b>Supporting Documents enclosed</b>
Bits used in deep drilling	No. of bits used for Deep Drilling	Last three years Bit record for 2000M and above depth		
	Depth 2000M – 3999M			
	Depth 4000M – 4999M			
	Depth above 5000M			
Multinational clients	No. of Premium bits supplied to following companies during last three years: Shell, Chevron, BP, Agip, Totalfina, Statoil, Petrobras, Unocol, Exxon Mobil, Kerr Mcgee	Purchase reference, annual reports or any other authentic documents.		
Supplies in India	No. of bits supplied to Indian Companies during last three years for offshore	Purchase reference		
	No. of bits supplied to Indian Companies during last three years for onshore	Purchase reference		
Performance of bits	Best five bit performances in last three years in depth range of 2000M-3999M	Bit Records		

	4000M-4999M	Bit Records		
	Above 5000M	Bit Records		

## Appendix 11 Proforma of Undertaking

(To be submitted individually by each member of Tender Committee)

I (Name and designation of TC Member) do hereby undertake that:

- (i) I do not have any personal interest in the Companies/Agencies participating in the tender process against Tender No \_\_\_\_\_ for \_\_\_\_\_.
- (ii) None of the members of my family and / or my relatives (as per the list mentioned in Appendix-III of the “Code of Conduct for Board members and Senior Management Personal”) are proprietor/partner/Director or employee in the Companies /Agencies participating in the aforesaid tender.
- (iii) Further, neither myself, nor any member of my family and / or my relatives (as per the list mentioned in Appendix-III of the “Code of Conduct for Board members and Senior Management Personal”) hold more than 2% of the paid up share capital of Companies/Agencies participating in the aforesaid tender.

I further undertake that any change in the above status resulting in creation of personal interest during tender processing shall also be declared by me as and when it arises during tender processing.

I also declare that all the above information is correct to the best of my knowledge.

Signature :

Name :

Designation:

## **Appendix 12 Certificate by the Tender Committee Members**

In respect of award of contract against tender no. \_\_\_\_\_ for- \_\_\_\_\_, the requisite certificates are hereby authorized by the Tender Committee Members as under:

Certified that all procedural aspects have been taken care of while formulating the Recommendations.

Certified that the prevailing CVC guidelines have been complied with at every stage of tender processing including the final recommendations for award of contract.

Signature of TC Members

TC Member Names

Designation



## Appendix 13 Proforma For Invocation Of Bank Guarantee

Date:

The Branch Manager,\*

Subject: Invocation of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ valid upto \_\_\_\_\_

Dear Sir,

Please refer to your Bank Guarantee(s) No.\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ ( ) and its extension thereof (\*\*\*) submitted by you in favour of Oil & Natural Gas Commission, (Please give full address\_\_\_\_\_) for and behalf of M/s \_\_\_\_\_ (hereinafter called the "Contractor") towards Contract No. \_\_\_\_\_ dated \_\_\_\_\_ awarded by ONGC to the Contractor as an advance Guarantee/ as Contract Performance Guarantee/ as Security Deposit/Earnest Money Deposit.(\*\*\*)

In terms of the aforesaid Guarantee(s) we do hereby make a demand on you to remit a sum of Rs. \_\_\_\_\_( ) together with interest (\*\*\*) to us immediately by means of Bank Demand Draft in favour of Oil & Natural Gas Commission payable at (Please indicate a place). This supersedes our conditional claim letter No.\_\_\_\_\_ dated \_\_\_\_\_. (\*\*\*)

Kindly hand over the Bank Demand Draft to the bearer of this letter, whose signature are attested below. Your co-operation in the matter is solicited.

Kindly acknowledge receipt of this letter.

Please treat this matter as Most Urgent.

Thanking You,

Yours faithfully,  
For and behalf of  
Oil & Natural Gas Commission

Signature of

Shri

Attested

(AUTHORISED SIGNATORY)

\*\*\* Strike whichever is not applicable

\*To be addressed to Branch of Bank issuing B.G.

CC: Bank's Head Office

(AUTHORISED SIGNATORY)

**STOCK HOLDING NORMS CONFIRMATORY CERTIFICATE**

This is to certify that while raising PR (Purchase Requisition) No. \_\_\_\_\_ for procurement of following items for the work center \_\_\_\_\_, stock holding norms have been strictly adhered to.

Sl. No.	Description of the items	MAT Code	Quantity		Unit of Measurement
			PEL	Non PEL	

(MM/04/2015 dated 28.04.2015)

**Appendix - 15**

**Format for preparation of CS**

**COMPARATIVE STATEMENT OF TENDERS**

Indent No.....  
Tender No.....  
Estimated Value.....  
Date of opening.....

Name of tender 1.....  
opening officers 2.....  
No. of tender sets issued.....  
No. of tender sets received in time.....  
No. of late tenders received.....  
No. of tender intimations sent  
in case of open tenders.....

Sl. No.	Description of articles	Unit	Qty. required	Price paid for the article on previous occasion	Name of Tenderers and Rates						Remarks
					M/s.....			M/s.....			
					Validity			Validity			
F.O.B.	C.I.F.	F.O.R.	F.O.B.	C.I.F.	F.O.R.						

We certify that except above tenders no other tenders were received at.....hrs. on the .....and that no departure from the authorised course has occurred in the manner of receipt of above tenders.

Prepared by: Signature..... Checked by: Signature..... Vetted by:  
Designation..... Designation..... Finance & Accounts Officer  
Date..... Dated..... Date.....

a) The tender of Shri / Sarvashri..... (Sl. No.....) is recommended for acceptance.

b) Orders of the officer competent to accept the tender

(Signature of the recommending officer)

The tender of Shri / Sarvashri.....(Sl. No.....) has been accepted by me on.....

(Signature of the officer authorising acceptance)

**Note:** Any reason for accepting other than lowest tender and any remarks are to be stated here.

Sheet of important terms and conditions enclosed.

IMPORTANT TERMS AND CONDITIONS OF TENDER NO.

---

Name of the Tender

---

Rate of Exchange adopted  
as ruling on date.....

---

Discount offered if any

---

Price variation sought in  
respect of

---

Terms of delivery

---

Delivery period

---

---

Terms of payment

---

---

IAC included or extra

---

---

Any other special condition

---

Prepared by:  
Date

Checked by:  
Date

Vetted by:  
Date

**DEFINITION –‘WORKS’**

Works

“Works” shall mean: any activity/group of activities/turnkey or otherwise such as construction works inclusive of civil, mechanical, electrical, C&M, operation, pipelines and oil field installations for Onshore & Offshore, repair & maintenance, materials and services, related to these installation/works undertaken to achieve the desired objectives of ONGC but not limited to:

Civil works

Related to roads, foundation & other works of Drill sites, Work-over rigs and all ancillary works connected with operational requirements. Residential/Non-residential buildings, RCC/Steel storage tanks, boundary walls, roads, estate/land development including horticulture, landscaping, plantations, interior works, customized furniture/furnishings etc.

Estate repairing & maintenance and upkeep in field and plant areas / offices / townships etc. including water supply etc.

Electrical works

Sub-stations, power supply, external and internal cabling/Electrification, HVAC

Repair & maintenance of electrical installations/facilities in field & plant areas/offices/townships etc. (through one time/annual maintenance contracts etc).

C&M works

Construction/installation of new pipelines for well fluid, gas lift, water injection, effluent etc., Collector / trunk pipe lines, cathodic protection, oil field facilities for production etc., Steel storage tanks, other field structures/facilities etc, erection of equipment, piping, and Repair and maintenance of above, including re-coating/painting etc.

Instrumentation and E&T works

Instrumentation works Oil field instrumentation, SCADA and tele-communication etc. including related cabling, ducting, supply of instruments, fittings, fixtures and ancillaries, control room panels, meters and consoles etc. and maintenance of above.

Offshore works

Offshore works such as construction of well platforms, process platforms, laying of Sub-marine pipelines, Sub-marine cables and related activities like Survey, Engineering, Procurement, Fabrication, Load-out, Tie-town/sea-fastening, Tow-out/sailed-out, Sea-transportation, Hook-up, commissioning of Process and Well Platforms at new and existing locations. Inspection/Maintenance/Repair/Revamp/Renewal of facilities in offshore i.e., submarine pipelines, cables, well & process platforms etc.

Dry Docking works

Works related to Dry Docking and refits of offshore vessel, rigs and associated works.

O&M of Vessels

O&M activities related to Geophysical Vessels, GTVs, OSVs and other specialized vessels.

Onshore works

Installation & commissioning and revamp of onshore installations such as oil & gas processing complexes, effluent treatment plants, water injection plants, power generation plants, over head transmission lines, Operation, repair & maintenance contract and annual rate contract related to above installation.

Rigs and Equipments repair works

Repair and maintenance of Rigs, equipments, etc. for drilling, well services, logging services-both for onshore and offshore.

**Warehouse Management, Inventory Management, Stock Verification and Disposal**

## **35 Introduction**

**35.1** Individual CRC entities (assets/basins/plants/services/institutes etc.) are responsible for respective targets and other Corporate requirements including Inventory management and control, Stock Verification and Disposal. The coordination of all functions of Inventory Management, Stock Verification & Disposal including monitoring, achievement of targets and fulfilling statutory requirements will be done by each work center with its own resources under CRC, who will exercise administrative and functional control over manpower for the above purpose. All work centres have to intimate the progress related to all inventory management function to Corporate Inventory management on monthly basis.

**35.2 Inventory Management Team Responsibilities:** For this purpose, all work centres shall constitute a full time Inventory Management Team with the approval of concerned Key Executive. This team will have the following responsibilities:

35.2.1 Act as MRP controller for planning of requirement of materials.

35.2.2 Check the Inventory level of items being procured, which includes Stock position of the item under various plant, non-moving Inventory at work centre level, qty. on order, past consumption under ABC & XYZ analysis, safety and buffer Stocks, lead time analysis etc. while releasing the PRs at MRP level.

35.2.3 Assist in the quarterly monitoring of inventory.

35.2.4 Act as co-coordinator with CIM, Dehradun.

## **35.3 CODIFICATION**

35.3.1 While using existing material codes and requesting for new material codes through ICE, indentors have to check carefully for existing codes while generating PR. If manufacturer's part nos are superseded, codes available with old part nos should only be used by creating MPN(Material Part Number) in SAP. In case of stores complete specifications required for procurement of right material should be given so as to prevent any duplication of material codes.

35.3.2 Further indentors have to provide details like complete specifications of material in case of stores &for spares details like part nos., OEM make, model &name of equipment with vendor/asset codes for release of blocked codes in SAP system.

35.3.3 In case of procurement of capital items, asset codes available on generic names should be used and detailed specifications can be provided in PR only.

## **35.4 Insurance Items**

35.4.1 Insurance spares, against each equipment, will be identified by the user department and Chief - Technical services will approve the list of such insurance spares.

35.4.2 Similarly, there could be some stores items which can be identified as insurance items, since they are not expected to be used in normal operations but need to be kept in stock for emergency purpose since they have long lead time and cannot be procured off the shelf. Such items also need to be identified by the respective Chief of Services.

35.4.3 The insurance spares on receipt in stores shall be transferred to the storage location meant for insurance spares by Stock holders.



## **36 Clearing and Forwarding**

### **36.1 C&F section responsibility**

36.1.1 The Clearing and Forwarding Section will be responsible for correct registration, linking and disposal of all transit documents, clearing / receipt / despatch of materials by Air / Rail / Road or by post and preparing necessary documents connected with their work.

### **36.2 Receipt of transit documents and creation of inward entry**

36.2.1 Transit documents such as Railway Receipts (RR), Parcel Way Bills (PWB), Goods Transport Receipt(GTR) and Convoy Notes in respect of materials dispatched by the consignor will be received from the Central Diary Section and an inward entry created against each document in the ICE system within 5 days of receipt of such document from Central Diary section. The details of the transit documents are captured in inward entry. Inward entry should be updated in case any additional details need to be captured.

36.2.2 C&F section will regularly generate the report (highlighting the pending inward entries for which RCN has not been created) from ICE system and take necessary action with carrier(s) to expedite delivery of materials which have not been received within the normal time allowed for transit.

36.2.3 In all instances of non-receipt of consignment(s) within the normal time limit, local authorities will be contacted to initiate action to locate the consignment(s).

36.2.4 If, however, the materials are not received within the reasonable period and LR/ RRs / PWBs/AWBs remain outstanding, a formal claim on the Railway / Carriers will be lodged by the Clearing & Forwarding Section and intimated to the Officer-in-Charge, Stores. This submission of the claim will not be delayed beyond one month from the date of despatch of materials by the consignor and should ideally be done within 7 days beyond the expected date of arrival.

36.2.5 If the materials arrive at the Railway Station prior to receipt of LR/ RRs / PWBs/ AWBs, delivery of the same should be taken against the Indemnity Bonds. Necessary record is, however, to be maintained on in the ICE system at inward entry stage. LR/ RR / PWB/ AWB will be tendered to the Railway as soon as they are received from the consignor and the Indemnity Bond cleared.

36.2.6 Postal Despatch Advice Notes are also to be entered in the ICE system. All instances of non-receipt of post parcels within one month from the date of the despatch will be reported to the consignor for taking up the matter with postal authorities. In case where the materials have been received prior to the receipt of postal despatch advice from the consignor, proper linking will be maintained in the ICE system

### **36.3 Arrival of materials and creation of RCN**

36.3.1 The materials may arrive in Clearing & Forwarding Section as follows

- a. By full wagons where Railway sidings is provided inside the stores-yard.
- b. By full wagons or piece consignments at Railway Station where the Railway sidings is not provided.
- c. By Road Transport.
- d. By Post.
- e. By Air.

36.3.2 When full wagon(s) is / are received at the Railway Station or at the Railway siding inside the Stores yard, immediate steps will be taken to unload the wagon(s) to avoid any demurrage. If due to any unavoidable circumstances the wagons cannot be unloaded within the period authorised by the Railways, necessary reasons therefore will be recorded in the Remarks column against the Inward entry in the ICE system.

36.3.3 Immediately on receipt of full wagon(s), these will be examined in the presence of the Railway representative to ensure that there are no apparent indications suggesting any loss or damage to material enroute and all locations / seals both of consignor and Railways are intact.

36.3.4 Particulars in respect of wagons on receipt will be entered in ICE system.

36.3.5 In case of stores received after trans-shipment, the original wagon No. will be entered in the Remark column in the ICE system.

36.3.6 Wagons will be opened and unloaded in the presence of Railways representative and checked against the Convoy Notes. In case of any discrepancy, a certificate to the effect will be obtained from the Railway representative for use in support of the claims. The discrepancy will also be noted against the inward entry in the ICE system. Immediate steps will be taken to lodge the claim with the Railways authorities.

36.3.7 Upon receipt of material, the clearing and forwarding section will make a Receipt Convoy note within 3 working days in the ICE system and handover the material to receipt section.

## **36.4 Damages/discrepancy in receipt of materials**

36.4.1 Before collecting the material, the representative of the Clearing and Forwarding Section will ensure that the packages are in good condition and show no signs of any loss or any damages to the materials enroute and the weight of the packages / consignments matches with the weight shown on the LR/ RR / PWB/ AWB. In case of sealed packages, all the seals will be checked to ensure that these are intact.

36.4.2 In case the packages / consignments are damaged or there is any discrepancy in weight, open delivery will be demanded from the Railways and the contents of the packages will be checked in presence of Railways representative. Any discrepancy found will be noted in ink on the Railway Delivery Book and the LR/ RR / PWB/ AWB and relevant packing slip will be endorsed with details of the discrepancy. In case of Road Consignments, open delivery shall be taken in presence of representative of transport company, listing out the items and quantities received. The open delivery report shall be got endorsed by the transporters' representative and handed over to receipt section for further action along with the consignment.

36.4.3 In case the consignment is received in damaged condition, the necessary information will be given in the Remarks column of the Convoy Note.

## **36.5 Raising of discrepancy report**

36.5.1 Materials which are received in packed cases or otherwise, are to be checked with the supplier's packing list. In case any discrepancy is noticed, this is to be recorded in the Discrepancy Report on the ICE system. Discrepancy Report should clearly bring out the conditions of packing as received, the gross weight and net weight as verified. Digital photographs of the consignment clearly bringing out markings on packages and showing the relevant conditions of packaging, items may also be taken for records and substantiation of claims.

36.5.2 For any discrepancy, where the claim needs to be taken up with the supplier (such as Short Supply or Non-Conformity with order specification in case of inspection at destination), purchase section will be informed as soon as discrepancy is noticed and to send Discrepancy report along with photographs (if available) to them. Purchase Section will prefer the claim with the supplier. The Purchase Section on their part will take immediate action.

36.5.3 For claims against transporter or insurance such as Transit loss/Transit damages, the C&F section will take up the claim as applicable for indigenous consignments. In case of import Consignment, the Discrepancy Report along with photographs of consignment, if relevant will be sent to T&S Section who, on their part, will prefer the detailed claim with the insurance company.

36.5.4 The preliminary claim indicating the consignment and insurance policy reference and quantum of losses/damages be lodged on the insurance company as well as the transporter immediately. It must be ensured that the discrepancy reports reach the consignor within the period of insurance so that claims do not become time barred. The inspecting authorities must complete the inspection expeditiously so that the claims can be preferred on the insurance companies within the validity period. Intimation regarding the discrepancy should be sent to supplier, transport, purchase section or T&S as the case may be.

36.5.5 Discrepancies should be raised for all incidents and claim taken up with the respective parties. In case the claim is to be settled with the insurance company, claim should not be made for values for which claim cannot be settled due to value being under the "exclusion clause". Such cases are to be referred to the purchase section to obtain necessary write-offs.

36.5.6 In charge, warehouse will be responsible for managing and closing out all discrepancies raised by C&F, in association with attached finance. The MM officer(s) not below E-1 level will have full powers to approve and countersign a Stock Discrepancy Report and direct follow up action. Officer(s) of E-0 level shall exercise these power upto Rs 10,000.00. However, where materials management officer of E-1 level is not posted, E-0(MM) may exercise full powers.

### **36.6 Despatch of material to outstation**

36.6.1 When any materials are required to be despatched from the MM (Stock), where support of C&F is required, the stock holder will intimate the Clearing and Forwarding section.

36.6.2 The Clearing and Forwarding section will take immediate steps to arrange the despatch of the materials as required i.e. by Rail/Road/Post.

36.6.3 Before taking over the packages for despatch, the Clearing and Forwarding Section will sign the Goods Issue Voucher copy of the Stock-holding section indicating thereon the time and date when the packages were taken over by them.

36.6.4 In case of full wagon loading, the existing regulations covering the demand of wagons will be observed.

36.6.5 Wagons will be loaded to the full capacity considering the type and weight of the items being loaded. If the materials are to be despatched needing a number of wagons, urgently required materials are to be loaded and dispatched first

### **36.7 Preparation of Despatch Convoy Note**

36.7.1 Despatch Convoy Note is to be prepared in the ICE system. C&F will obtain the signature of the transporter on a copy of the DCN and keep for their records.

36.7.2 When any parcels is despatched by the Post, necessary records will also be maintained in the ICE system and postal receipt handed over to the Stock-holder for record. Necessary receipt of such postal Receipt is to be taken by the Clearing and Forwarding Section from the stock holder.

### **36.8 Escorting of materials**

36.8.1 When any materials are sent in open wagon, suitable escort is to be arranged to accompany the wagons, to avoid pilferage enroute.

36.8.2 During the transit by Rail, delay may take place. The movement of the wagons may, therefore, be expedited at the station where the materials are likely to be transhipped.

## **37 Transport and Shipping**

### **37.1 T&S section responsibility**

The transport and shipping section will be responsible for Insurance from warehouse to warehouse, custom clearance, seaport/airport clearance, payment of custom duty, port/airport charges, freight etc. in terms of contract, obtaining delivery from the carrier and despatch of imported material to ultimate consignee.

### **37.2 Preparation for receipt of material**

37.2.1 T&S section requires following document for clearance of imported material:

1. Copy of Purchase Order
2. Advance Shipping intimation indicating Vessel Name, BL/AWB No. & date, Port/Airport of Loading & Discharge, Invoice No., Date & Value, Description of goods, No. of Packages and Weight, etc. for insurance purpose immediately after despatch of Goods and but not later than the day before landing of the consignment at port/airport of destination
3. Advance set of documents(non-negotiable) like copy of Bill of Lading/AWB, Commercial Invoice, Package wise packing list with weight, dimension and contents of each package, certificate of country of origin, technical brochures etc as per purchase order.
4. Essentiality Certificate wherever applicable.
5. EPCG Licence wherever applicable
6. Other licences/permissions such as explosive license as applicable for import of such items.

37.2.2 Concerned Department should ensure that the above documents are made available to T&S well before landing of consignment at port/Airport of discharge.

37.2.3 The purchase section will act as a facilitator to ensure that the required documents are sent to T&S in advance.

37.2.4 On receipt of shipping intimation, T&S Section will obtain insurance cover for the consignment on warehouse to warehouse basis. Value of consignment for insurance purpose will be as under:

1. Material Cost (FOB Value)
2. Ocean Freight

37.2.5 The T&S will take an annual open cover for insurance of the material expected to be received from any of the subsidiaries of the General insurance corporation of India after calling sealed quotations in bids. Information about these cover for insurance should be conveyed to purchase authorities and ultimate consignees. T&S will also maintain advance premium deposit with the insurance company based upon the premium requirement from past experience. In case of bulk cargo/high value cargo, Purchase Section may provide or cause supplier to provide advance intimation to T&S prior to shipment to adequately enhance the premium deposit to keep the insurable interests under the open cover duly protected.

### **37.3 Arrival of material**

37.3.1 On availability of all the documents and after landing of material, T&S section shall file bill of entry with Customs for clearance. T&S section shall make all necessary payments for obtaining delivery, for example:

1. Port/Airport/CFS charges to port/Airport/CFS Authorities
2. Custom Duty to Customs
3. Freight and allied charges to shipping/Air consolidation agents
4. Stamp Duty to State Govt.
5. Insurance charges to insurance company

37.3.2 T&S Section may maintain PD accounts with concerned authorities wherever possible for ease of payment.

37.3.3 The insurance cover shall be suitably extended by T&S Section to ensure that the cover does not expire before material reaching the ultimate consignee, even in case of CIF shipments. In case of CIF shipments, Purchase Section should ensure that the insurance cover is on warehouse to warehouse basis and the validity of insurance remains for 90 days after discharge of the cargo at discharge port/airport. If extension in CIF shipment is required due to supplier providing inadequate insurance cover, the same will be brought to notice of purchase section for settling with the supplier. However, T&S office to ensure that material are covered under valid insurance policy till it reaches to ultimate consignee stores.

37.3.4 The material consignment will be checked against shipment documents and in case of any shortages/damages identified at port, T&S Section should raise the discrepancy to purchasing authority and lodge insurance claim.

37.3.5 Upon clearance of material, the T&S section will make an inbound entry in the ICE system.

37.3.6 As soon as material has been cleared from the port and despatched to ultimate consignee, an intimation to this effect shall also be sent to MM and F&A Department indicating the following:

- a. Date of arrival of consignment at seaport/airport
- b. Date of receipt of documents from the supplier
- c. Date of clearance of material at seaport/airport
- d. Amount of demurrage/container detention paid due to:
  - i. Late receipt of documents from the supplier
  - ii. Delay in negotiating the documents
  - iii. Defective documents viz invoice not in accordance with supply order;
  - iv. Non-availability of packing list
  - v. Non-adherence to supply order conditions
  - vi. Non-availability of valid essentiality certificate
  - vii. Non-availability of bank negotiated documents
- e. Whether any shortage/damage/loss has been noticed after the material landed at the port and upto the time it is despatched to ultimate consignee. If so, details of the claim lodged with foreign underwriter, its Indian agent and carrier.
- f. Date of despatch of material to ultimate consignee

37.3.7 The responsibility of lodging claims for any discrepancy noticed till dispatch of material from port rests with T&S. T&S will lodge a claim against transporter or insurance company, as applicable and close out the discrepancy. The information for the same will be sent to Purchaser, Indentor and Finance. In case the claim is to be settled with the insurance company, claim will not be lodged for values for which claim cannot be settled due to value being under the "exclusion clause". For such cases, intimation shall be sent to purchase section for obtaining necessary accounting adjustment.

37.3.8 In case the carrier or underwriter informs, after claim is lodged that the material was not originally shipped by supplier although it was manifested for shipment, the supplier or freight forwarder has to make good the losses. Such information must be sent to the Purchase department who will then settle the claim with the concerned supplier.

37.3.9 T&S shall take all necessary steps for timely clearance of material and to transport the material to avoid any demurrage charges. However, in case of delays in clearance of material and leading to incurrence of demurrage charges, intimation for recovery/write-off/ adjustment will be sent to the concerned department.



#### 37.4 **Transportation and unloading of material (General)**

Whenever the POs are placed with delivery conditions on Ex-works basis, nomination of transporters for lifting the material and arrangements for transportation of material from firm's premises should be made without any delay, as per the conditions of order. Also, in case of transportation of material through the suppliers trailers against delivery on FOR destination basis, immediate arrangements should be made for unloading of the materials at ONGC's store formations to avoid unnecessary detention of supplier's trailers.

## **38 Receipt & storage of Material**

### **38.1 Introduction**

- a. The function of the receipt section is to receive the material either through Clearing and forwarding sections, direct delivery or Transport and shipping division, check the material against supply orders/convoy notes and pass on to stock holders for storage
- b. The stock holder's responsibility is to receive the material from Receipt sections or material sent back by user, store the material as per guidelines to maximise shelf life, follow "First in first out" and issue the material to user against indents.
- c. All material must follow the standard procedure of receipt into main warehouse before being issued to user group except in cases of emergency where the material can be delivered directly to user group and relevant entries created in the ICE system. Where exigencies of work do not allow routing of material through stores approval of concerned key executive should be obtained by the indenter/user for direct collection of material from vendor. Such approval should be forwarded to store formation along with pre-receipted indent within 15 days of direct collection of material. Items procured under emergency must be tracked by user group for immediate consumption.
- d. In-charge Warehouse will ensure that the rules and regulations issued from time to time on Materials Management by the Corporation are followed by all the Sections under him to maintain proper control.

### **38.2 Receipt of material**

#### **38.2.1 Arrival of material at Receipt section and raising of GR 103**

- a. Copies of all supply orders placed by the Procurement Section are to be sent to the Receipt Section. The Receipt Section will maintain record of the supply orders .
- b. Purchase section will intimate the receipt section upon dispatch of material by supplier to enable Receipt section to plan for their receipt
- c. Upon arrival of material in the receipt section, the receipt section will take over the material and sign the Convoy Note to be handed back to the C&F section or transporter as applicable. Receipt section will then make an inward entry in the ICE system within 2 working days and notify QAD(if required).
- d. The material is to be checked with the supply order and Convoy Note. Receipt Section will engage the QAD for "inspection at destination" items and user group(if required) for TPI items. After the completion of inspection, necessary Goods Receipt Voucher will be created in the ICE system (within 7 working days of receipt of material) linked to the

purchase order. The Receipt section shall escalate the issue to higher levels to ensure timely creation of GRV.

- e. Materials Management Officer authorised by In charge MM shall be provided access in the ICE system to create Goods Receipt Voucher. In case the quality of the material received is required to be referred to external expert(s), the Receipt Vouchers for such materials have to be prepared but with the system flag defined to block the issue of such material till the technical expert approves of the quality of the material.
- f. All packing material received along with the materials is also to be received and entered in the stock register especially opened for packing material. Any packing material issued for packing purposes or otherwise is also to be properly recorded by following normal procedure of Receipt and Issue.
- g. No GRV will be raised for petty purchases of consumable items as per BDP.
- h. The SAP has been designed to ensure that no GRV can be prepared unless a QCC is issued in the system by QAD or Regional Chemical lab in case of chemicals, except items listed in Manual. Where material has been inspected by a third party since third party is not authorized to generate QCC in the system, in such cases concerned store formation will, on the basis of QCC/inspection report received from third party inspection agency, generate QCC in the SAP. There is no need for verification of documents and QCC by either QAD or RCL for this purpose. However, in case the concerned store formation who has to raise the GRV has any doubts regarding the documentation, they may seek advice of QAD or RCL for clarification of their doubts.

### **38.2.2 Raising of discrepancy report**

- a. Upon receipt of material, the receipt section will check the material against the packing list/Receipt Convoy Note /Inbound entry/ Goods Issue voucher as the case maybe. In case any discrepancy is noticed, this is to be recorded in the Discrepancy Report on the ICE system. Discrepancy Report should clearly bring out the conditions of packing as received, the gross weight and net weight as verified. Digital photographs of the consignment clearly bringing out markings on packages and showing the relevant conditions of packaging, items may also be taken for records and substantiation of claims. Intimation regarding the discrepancy should be sent to supplier, transporter, purchase section or T&S as the case may be.
- b. For any discrepancy, where the claim needs to be taken up with the supplier(such as Short Supply or Non-Conformity with order specification in case of inspection at destination), purchase section will be informed as soon as discrepancy report is generated and Discrepancy Report along with photographs of consignment sent to them. Purchase Section will

prefer the claim with the supplier and/or Insurance Company, whichever applicable. The Purchase Section on their part will take immediate action so that the claims do not become time barred. In such a case, the consignee receipt section shall advise the concerned purchase section regarding the claim on the supplier's Security deposit / PBG until the issue is settled.

- c. In case of damaged delivery, the Receipt section will take up the claim with the transporter and/or arrange the survey and lodge claim on the insurance company as applicable. In case the claim is to be settled with the insurance company, claim should not be raised for values for which claim cannot be settled due to value being under the "exclusion clause". For such cases, intimation shall be sent to purchase section for obtaining necessary write-offs.

### 38.2.3 Transfer to stockholder

- a. The receipt section will segregate items stock holder wise and pass on the items to respective stockholders for storing into warehouse. Items blocked for issue till approval from technical expert will be highlighted to stock holder separately to be kept at a separate location for easy identification.

### 38.3 Storage into main warehouse

- a. To identify the materials from the respective suppliers, before binning the materials, one representative sample from the consignment will be attached with the identification card, which will indicate :-

- |      |              |                 |
|------|--------------|-----------------|
| i.   | No. and Date | Receipt Voucher |
| ii.  |              | Nomenclature    |
| iii. |              | Part No.        |
| iv.  | No.          | Location / Bin  |

- b. The stock holder will receive material from the Receipt Section for the material identified for storage into locations under his responsibility.
- c. The materials will then be passed for binning.
- d. To ensure that there is no wrong binning, fresh consignment to be binned will be compared with the consignment already lying in the Bin before binning. If the consignment does not tally, a recheck should be undertaken and correct Bin No. re-allocated. In case of error in inspection / acceptance, attention of the QAD will be drawn.

- e. As far as possible new receipts will be so arranged in the Bins that these are last to be selected for issue so that proper turnover of the stock is maintained.
- f. Prior to binning action, the quantities already held in Bins will be checked and determined whether sufficient room exists in the Bins to accommodate the total quantities received. If there is insufficient place in the Bin to accommodate the whole of the new receipt in the Bins, a new location, preferably in the vicinity of old location, will be created. A GRV will be subsequently raised in the ICE system (within 2 working days of taking over material from receipt section) capturing details on storage location and quantity stored against each material code.
  - a. The following guidelines will be followed for stocking of material:
    - i. All materials will be kept in Racks / Bins.
    - ii. All Racks / Bins will be given location Nos. The same is to be recorded in the ICE system.
    - iii. All materials must be properly preserved as per guidelines framed for storage of material as per recommendations provided by the supplier. A separate policy on Storage and Preservation has been issued, which should also be referred to while storing.
    - iv. While stocking materials, the heavier items will be kept at lower rungs of the racks and lighter on higher ones.
    - v. Fast moving items should be stored at easily accessible place and to the nearest point of issue.
    - vi. Stocking of the items should be so arranged that the principle of 'First In' 'First Out' (FIFO) can be easily followed.

### **38.4 Issue of material**

#### **38.4.1 Raising of STO/Reservation**

- a. User should raise STO for items which are expected to be consumed over a period of time at site and exact quantity and cost object (against which the material is to be booked) is not known at the time of raising of STO. Thus, inventory at site for such needs to be tracked for such items.
- b. Items which don't fit the above criterion/General consumable items should be issued through reservation route.

- c. The indent will have the CPF number of employee assigned to receive the material at site.

#### **38.4.2 Preparation of Goods Issue Voucher and transfer of material to site/other main warehouse**

- a. Materials Management Officer authorised by In-charge MM will be provided access in the ICE system to raise a GI.
- b. The Stock Holder shall :-
  - i. Issue the goods and raise a GI voucher against the STO/reservation indicating the quantity of material issued, location from which it was taken and the CPF number of person receiving the goods from main warehouse. An automatic intimation shall be sent to the indenter and identified receiver through the system.
  - ii. Take three printouts of the GI voucher, sign them and take the signature of the person receiving the goods on the GI voucher
  - iii. Hand over the indenter's copy and gate pass of the GI to the indenter or his representative
  - iv. File the Stock-Holder copy of the GI voucher for reference.
- c. While light goods shall be immediately issued to the person bringing the indent, the heavy goods shall be sent through the logistics team(in case of transfer to site) or C&F(in case of transfer to another main warehouse). The In-charge Warehouse and user representative shall co-ordinate with logistics/C&F for such deliveries. When the material is to be delivered by logistics team/C&F, the transporter(truck driver/ship captain) shall take a copy of the GI voucher with him and bring it back to the Logistics/C&F section with signature and CPF number of the indenter in token of receipt of materials. Transportation of material in case of offshore is handled by Offshore Logistics and the same process of providing acknowledgement to stock holder upon dispatch and receiving acknowledgement from user group upon delivery should be followed.
- d. The logistics/C&F team shall update the Goods Issue voucher with the details of goods receiver upon receipt of a signed copy of GI voucher from the transporter.
- e. For security purposes, copy of GI voucher shall be shown to the Watchman at the gate, who shall sign or stamp it in token of having checked the goods.

#### **38.4.3 Packing of material**

- a. When the materials are required to be dispatched to out station, these are to be properly checked and packed in the presence of two responsible officials, one from Stock Holding Section and the from Clearing & Forwarding Section/Logistics section.
- b. For each packing case, independent packing list is to be prepared in triplicate. One copy will be kept in the case; second will be sent to the consignee along with the Issue Voucher and Railway receipt and the 3rd copy to be retained by the Stock Holder.
- c. Packing Section: In-charge Warehouse can decide to setup a separate packing section (if required), else the same can be taken care by Clearing and Forwarding Section and Logistics Sections
- d. Packing of Materials
  - i. Before packing is commenced, it should be confirmed that quantities and nomenclature on the Issue Voucher tally with the materials.
  - ii. In packing bay sufficient stock of packing materials such as straw, wood, cotton waste, paper, water proof paper, cartons etc. will always be maintained.
  - iii. The packer should pay particular attention while packing the items of fragile nature. The material should be so packed that the material in the packages, while in transit, do not move or rattle. Packing should be of suitable quality to ensure that it withstands rigors of transit and storage.
  - iv. Suitable packing boxes, crates and cartons will be used according to the nature and quantity of the materials to be packed.
  - v. One copy of the packing slip showing the contents of the particular box should be put inside the box.
  - vi. The box is to be sealed after packing. Name of the consignee, name of the consignor, Station of Destination, Net weight / Gross weight and nature of materials especially when it contains items of fragile nature, will be written on the packages before despatch.
  - vii. When packages are despatched by Rail, the same must be consigned to the Railway Station nearest to the consignee and under no circumstances, the postal address will be indicated on the packages.
  - viii. When the packages are despatched by post, full postal address of the consignee is to be written on the parcel.
  - ix. Stock Holder will check all packages for standard of work and correct markings.

- x. The packages will then be handed over to the Clearing and Forwarding or logistics Section for onward despatch.
- xi. The Clearing and Forwarding/Logistics Section will also check the address and the markings on the packages.

#### **38.4.4 Booking of consumption for stores and spares issued against reservation or STO-sales route**

- a. The items of Stores and Spares when issued against reservation or STO-sales route (where the cost centre is specified in the STO) from the main warehouse, will be finally charged off from the Books. The User Department will, however, maintain in ICE system the inventories of such stores & spares items in their possession which may be fit for repeated use over a long period of time and will be responsible for their safe custody and accounting until they are written off due to normal wear & tear or any circumstances like loan to other departments or projects, loss etc. These records will be subject to Stock Verification to ensure that these are always complete and up-to-date.
- b. In case of insurance spares, the reservation will be made by the indentors against a special movement type in the ICE system with the capital asset number after obtaining the same from the asset accounting cell.

#### **38.4.5 Issue of Capital items**

- a. Capital items, as soon as received, will be issued to concerned Indentor. In case these are not indented within a month, the matter will be brought to the notice of concerned Key Executive for suitable directives to concerned Indenting Department and such items may be issued to other departments.
- b. The Capital items will be issued only after necessary asset number has been generated for the item by the Finance Depts. The user shall get this asset number generated and inform the same to stock holder for the issue of capital items. Once issued against demand(s) of authorised indentor(s), the capital items will be finally be struck off from CIOS and further responsibility for their accounting will lie with the Accounts Department and responsibility for distribution / safe custody etc. will lie with Indentor / User Depts., as the case may be, until the item(s) are condemned and declared fit for disposal. Details of capital items with indentors will be maintained in ICE system.

#### **38.4.6 Issue of material on loan to other organizations**

- a. Material will be issued for loan to other organization on receipt of proper indent in the system.



- b. The stock holder will issue the material against the request in the ICE system and the item will be charged off from inventory.

### **38.5 Receipt of material at site (MAS) and booking of consumption**

#### **38.5.1 Introduction**

- a. The Site will stock materials to assist regular operations but they are not supposed to stock materials for a long duration. Indentors / users have to keep optimum level of Inventory at site. "MAS" should be based on past consumption patterns only and should not exceed more than three months requirement. This should be monitored in system on weekly basis. User department shall generate STO for stores formation from time to time to meet their needs.
- b. The Site materials will remain under the direct control of the Officer In charge of the Operations at the site and he will be responsible for proper consumption of material.

#### **38.5.2 Preparation of GR at site**

- a. The site store keeper/user will receive the material at site and counter sign the indent copy(also mentioning his name and CPF number clearly) available with the logistics personnel delivering the material
- b. The receiver of the goods at site will ensure the raising of GR in the ICE system. In case of partial delivery, the user should raise GR for the items received. There can be issues of non-receipt, damage during transit or short receipt of material which can be handled through transaction codes available in system SAP-project ICE & the power available in BDP.
- c. If the GR is not raised at site till 7 days from issue, automatic email reminder from the ICE system will be sent to the user/indentor asking to raise the GR.
- d. If the GR is still not raised till 10 days from issue, another email reminder from the ICE system will be sent to the user with a copy marked to concerned In-charge.
- e. If material is shown in transit for 15 days, GR will be automatically raised and material will be assumed to be received at site against the indentor identified in the original request as the receiver. However in case there is discrepancy between the quantity actually received at site and system generated GR raised, concerned user will delete the system generated GR and raise another GR for the actual quantity received at site.

#### **38.5.3 Issue of material from site and booking of consumption**

- a. The user group will raise a Goods Issue voucher in the ICE system against the items being taken from site store for consumption. These items will then be charged off from the Stores and Accounts books. On-

line consumption booking of materials should be done on daily basis immediately after the material is consumed.

- b. Drill Pipes and Drill Collars are to be booked to cost center of the rig upon first usage and are to be taken back at zero value in the system for tracking purpose.

## **38.6 Return and condemnation**

### **38.6.1 Return of unused material to main warehouse**

- a. Whenever any material lying at site is surplus to the requirement of users, it should be returned through Stock Transport Order to the Main warehouse.
- b. The user will provide a physical copy of Goods Issue voucher along with quality certificate of the unused material at a level not below E4 for material other than chemical & cement and by a chemist not below E4 for chemical & cement and the expiry date of chemicals/ cement should not be less than six months from the date of return to main store to the logistics team and obtain the signature of the transporter on a copy of voucher to be kept with user for records.
- c. Once the material reaches the main warehouse, the Stock Holder will take the material on charge and countersign the Goods Issue copy available with logistics team/indentor. These would be stored back as per existing norms and GRV raised in the ICE system.

### **38.6.2 Initiation of Disposal action**

- a. Scrap generated and materials which become unserviceable during the process of operations should be promptly identified and disposal action initiated on the same. A policy on the subject has been issued in separate chapter on Disposal.

## **38.7 Implementation of Radio Frequency Identification device(RFID)**

### **38.7.1 Generation of RFID codes and applying them on items**

- a. The purchase section at the time of placement of order shall send the details of RFID tags to the vendor along with the PO.
- b. The vendor shall be responsible for applying RFID tags on the material before dispatching of same. In case, the vendor is not equipped for the application of RFID tags, the same can be done through a third party, after informing the purchase section of the details of such third party.
- c. If the material is designated for inspection at vendor's premises, then the QA/TPI team shall check proper application of RFID tags on the material
- d. The vendor shall scan the RFID tag at the time of dispatch.
- e. In case the vendor does not apply the RFID tags despite the same being agreed upon at time of order placement, the same will be done at receipt

section and purchase section informed to settle the matter with the vendor. An alternate facility shall be made available at receipt section for such cases.

#### 38.7.2 Use of RFID tags and scanners

- a. RFID scanners shall be used by Receipt section, Stock holders and users at site for creating GR, GI and booking of consumption in system
- b. Casing pipes will be issued and consumed at actual length using this system.
- c. Scanners shall be used by Stock verification team as well for verification purposes.

#### 38.7.3 Disposal of RFID tags

- a. Special attention will be required at time of disposal of items with RFID tags attached
- b. The salvage section can decide one of the following as per their assessment and feasibility:
  - i. dispose the items as is, with RFID tags installed. In such a case, the bidders will be informed beforehand and they will need to make appropriate arrangements for final disposal of RFID tags as per government regulations.
  - ii. remove RFID tag and dispose it separately. For such a case, central rate contract will be entered into for disposal of these items.

## **39 Stock Verification**

### **39.1 Introduction**

- a. Annual physical verification of inventory and capital items is a mandatory requirement and must be carried out as per statutory provisions
- b. The stock verification team will be a multi-disciplinary team constituted by concerned key executive consisting of members from MM and officers from various technical discipline (like, officers of mechanical / electrical / electronic / Instrumentation disciplines for equipments of mechanical / electrical / electronic / instrumentation nature, officer from HR discipline for furniture/fixture/misc. items and officers from Logistics / Automobile discipline for vehicles) of minimum E1 level.
- c. The annual stock verification programme for various work centers for fixed Assets, Stores & Spares shall be approved by Head of Stock Verification at Head Quarter/ I/C MM at locations.

### **39.2 Verification of stores, spares and capital items on stock (CIOS)**

- a. In the first week of April every year, the flag in ICE system will be updated against material codes to determine the frequency of verification:

#### **Class A – To be verified in the current year**

- i. Capital items on Stock
- ii. Stores or Spares with Stock Value Rs. 4,00,000 and above
- iii. Stores or Spares with last year consumption Rs. 50,00,000 and above

#### **Class B – To be verified every two years (B1 & B2 each year respectively)**

Stores or Spares with stock value Rs. 1,00,000 and above but < Rs. 4,00,000

Class B is further subdivide into B1 and B2 based on the material group mapped in ICE system.

#### **Class C – To be verified every three years (C1, C2 & C3 each year respectively)**

Stores or Spares with last year consumption < Rs. 1,00,000

Class C has been further subdivided into C1, C2 & C3 based on material group mapped in the system.

- b. The stock verification team will carry out verification of the items identified as A in the first year both at main warehouse and at site and raise discrepancies in the ICE system, if any. The items identified as B and C will be verified by SV team at main warehouse and self verified by user group at site.
- d. The discrepancy reports will be marked to In-charge MM, concerned Key Executive and Finance.
- e. Concerned section will be provided a period of 30 days to adjust the discrepancies through making available the discrepant items or to post stock adjustment entry and initiate the procedure for write off, as the case may be, after approval from Competent authority.
- f. If the discrepancies are not addressed in a period of 30 days, the same will be brought to notice of concerned Key Executive and Chief MM.
- g. Upon resolution of discrepancy, the same would be closed in the ICE system and information sent to stock verification team and Finance team.
- h. In case, a stock holder is being transferred out of his role, all material under his custody must be verified and any discrepancies resolved, before the stock holder moves out of the role. The reporting manager should ensure the above activity has been carried out and then transfer the material in the name of new appointed stock holder. In case discrepancy is not settled before transfer/retirement, reporting manager and key executive shall takeover and resolve the discrepancy but the discrepancy should not be left to the new person replacing the existing one. This will ensure that the new stock holder receives correct material on charge and any discrepancy arising thereafter shall be his responsibility.

### **39.3 Verification of assets**

- a. All the indenters as well as respective Asset Accounting Sections have to periodically review and update the Asset Master for identification and correcting the description/location to maintain correct records of assets in the system and enable efficient and accurate verification of all assets.
- b. Asset verification will take place as specified in the Asset accounting chapter under the Finance Manual. The guidelines also include category of items covered under Self Verification by indenter.
- c. Stock verification team will raise discrepancy report(if any) and the same will be brought to the attention of concerned sectional head and Finance division for settlement. Settlement shall be taken care between the user group and Asset Accounting Cell.
- d. The work centre is provided a time period of 30 days for settlement of discrepancy/initiation of write-off and upon expiry of this period, the stock

verification team shall bring any outstanding discrepancies to the notice of the concerned Key Executive and Director concerned.

- e. Upon settlement of discrepancy or write off being approved, the same will be updated in the ICE system for closing the discrepancy.
- f. The maintenance and safe keeping of an asset shall be the responsibility of the capital indenter and custodian as identified in the ICE system.
- g. In case, a custodian is being transferred out of his role, all assets under his custody must be verified and any discrepancies resolved, before the custodian moves out of the role. The indenter for the asset should ensure the above activity has been carried out and then transfer the asset in the name of new appointed custodian. In case discrepancy is not settled before transfer/retirement, indenter for asset and key executive shall takeover and resolve the discrepancy but the discrepancy should not be left to the new person replacing the existing one.
- h. In case, an indenter is being transferred out of his role, all assets under his name must be verified and any discrepancies resolved, before the indenter moves out of the role. The reporting manager of the indenter and Finance division should ensure the above activity has been carried out and then transfer the asset in the name of new appointed indenter before relieving the original indenter from his role. Indenter under transfer/superannuation needs to obtain NOC from concerned Asset Accounting Cell. Asset Accounting Cell will ensure the transfer of ownership of fixed assets in the above cases. In case discrepancy is not settled before transfer/retirement, reporting manager and key executive shall takeover and resolve the discrepancy but the discrepancy should not be left to the new person replacing the existing one.

#### **39.4 Procedure for write off**

- a. The proposal for Write-off of discrepant fixed assets(untraceable)/discrepant stores & spares/losses should be initiated by indenter/user/ stock holder as applicable and submitted to the Competent authority as per BDP through a committee comprising of members from MM, F&A and concerned Indenter/user section at E-5 level. The write off action should be completed within a period of three months from the date of notice. The proposal for Write-off must contain the following information:-
  - i. Date of notice and details of the discrepancies/losses.
  - ii. Nature(discrepant fixed assets(untraceable)/discrepant stores & spares/losses) and amount of discrepancies/losses. Amount in case of fixed assets will be gross block and net block and in case of stores & spares will be face value.

- iii. Details of the circumstances .e.g. loss due to theft/fire/ wilful negligence/untraceable (Stock Verification process) and the manner in which it came to light.
  - iv. Copy of the enquiry report and result of the action, against the officials if found responsible, in case of loss due to theft/wilful negligence, as per CDA regulation rule 3 J sub rule 3 of schedule II of ONGC's CDA regulation 1994.
  - v. Whether persons other than the Corporation's officials are involved, copy of policy enquiry report and the findings of the Court of law if the persons have been prosecuted, should be forwarded
- b. After approval of the competent authority on the proposal for Write-off of discrepancy/losses, the necessary regularizing transaction in ICE system will be done by the associated Asset Accounting Section/user in association with concerned MM formation and concerned indenter. A formal write-off order(identical to a normal sanction order)will be issued by the concerned indenting section, which will form the basis of transactions in SAP by the associate asset accounting section/user.

Note : If the required level of committee member is not posted/ not in station (on leave/tour) at a work centre then the member will be of the next lower level available and /or as nominated by the concerned key executive.

## 40 Disposal Management

### 40.1 Introduction

40.1.1 For a proper control on inventory, it is essential that an effective system to identify all assets and materials which have ceased to be useful to the organisation, shall operate continuously, so that immediate follow up action is possible for their timely discarding and disposal. Disposal activities need to be given special emphasis and needs to be monitored regularly at each work centre in VCB.

40.1.2 The assets and materials which require to be discarded may be broadly classified as under:

- a. Regular disposal items such as empty barrels, burnt oil ,casing pipe thread protectors and all types of scrap like wooden, auto, electrical, tyres and tubes, batteries, electrical wires and cables glass leather, canes, wire ropes etc. which have got specific life period
- b. Unserviceable stores and spares
- c. Capital items which are unserviceable or beyond economic repairs.
- d. Vehicles.
- e. Serviceable, obsolete, unwanted and Surplus stores and spares and capital items.

40.1.3 Like any other large undertaking the ONGC also has a considerable quantity of stores and spares, equipment, plant and machinery, furniture etc. While every effort is made to prolong their life, they do become unserviceable after a long use and their further retention becomes uneconomical. In addition, changes occur constantly in design and specifications of equipment, their components and materials in the scenario of a fast moving technology thereby rendering the items at time as obsolete. In the day to day activity also, considerable quantities of scraps are accumulated for which there are no further use. Prompt and proper disposal of such material is essential and the following paragraphs are intended to serve as guidelines in the various activities involved in the disposal of such materials.

40.1.4 Under MM formation of each work centre (or, each location, where disposal activity is carried out commonly for multiple Assets/Basins etc.), there would be a Salvage section, whose main objective would be:

- a. to ensure that all scrap, metals, waste, surplus stores and equipments are properly located, handled and disposed of at the earliest.

40.1.5 All Financial powers for related to disposal function will be followed as per BDP.



## **40.2 Initiation of disposal, condemnation and transfer to salvage yard**

**40.2.1 Standing Condemnation and disposal board-** The standing condemnation and disposal board will be formed at each work centre constituted by concerned key executive consisting of one officer each from the concerned user section returning the materials, representative from MM, Finance representative and officers from various technical discipline (like, officers of mechanical / electrical / electronic / Instrumentation disciplines for equipments of mechanical / electrical / electronics / instrumentation nature, officer from HR discipline for furniture/fixture/misc. items and officers from Logistics / Automobile discipline for vehicles). The officers will be at least E-5 level. The most senior member of the board will be appointed as the Co-ordinator by concerned Key Executive.

### **Following process shall be followed for condemnation and declaring the items fit for disposal:**

- a. Items categorized under Section 40.1.2(a) shall be directly sent for disposal by the user department on the basis of certificate by an authorised officer not below E-5 level for the disposal of the items declaring such items as condemned. No approval of competent authority shall be required for condemnation and declaring fit for disposal.
- b. For disposal of items categorized under Section 40.1.2(b), (c) and (d), the user department will raise a request to In-charge of Standing Condemnation and disposal board for directing the requisite members for taking action for condemnation of items. Approval of competent authority as per BDP shall be required for condemnation and declaring fit for disposal.
- c. For disposal of items covered under Section 40.1.2 (e), List of non-moving items shall be prepared by Stock Section. The list so prepared will be submitted to standing survey board. The Standing Survey Board will be responsible to physically examine and see the materials and then recommend as to whether or not the materials can be utilised. Approval of competent authority as per BDP shall be required for condemnation and declaring fit for disposal.

Note (a): If the required level of Standing Condemnation and disposal board member is not posted/ not in station (on leave/tour) at a work centre then the member will be of the next lower level available and /or as nominated by the concerned key executive.

Note (b): In case at one work centre number of key executive is more than one, then key executive who is senior in the organization shall have the power to constitute the board.

- d. The concerned representative/technical member of the standing condemnation and disposal board will coordinate with their respective

sections/groups regarding identification/technical approval of items to be proposed fit for condemnation, prior to their survey by Standing Condemnation and disposal board. The indenting/user group should utilize the following reports for identification of items fit for condemnation/disposal:

- i. Obsolete equipment reports
  - ii. Technical Audit Report
  - iii. Approved Life Norms
  - iv. Inventory reports
- e. The board will meet at least once a month and will recommend suitable action on all the pending cases such as alternate use, declare the items as unserviceable/beyond economic repair/condemned and fit for disposal, fixation of reserve price etc. Board in charge can request for a meeting, whenever required, in case urgent attention of the board is required for initiating disposal. The item(s) proposed for condemnation should be kept at a proper location, so that the Standing Condemnation and disposal board can easily identify and examine each item.
- f. The Standing condemnation and disposal board while condemning items, will recommend if items such as old used rubber, used linen, mattresses, pillows, unserviceable tube lights/bulbs should be disposed of as scrap or should be destroyed following proper procedure, due to their holding being uneconomical.
- g. The Standing Condemnation and disposal board will recommend whether the items being disposed should be sold on per metric ton basis or on lot basis. Scrap shall be disposed on per MT basis as per guidelines as it help in better control.
- h. For items consisting of composite materials (such as shock pads, which consist of high value steel besides rubber), the Standing Condemnation and disposal board should assess the approximate metal content in each lot and specify the same in the nomenclature of the lot, so that the contractors quote true value for such lots.
- i. The disposal of all immovable properties no longer required for use (such as demolition of old structures and buildings etc) is beyond the scope of above mentioned Standing Condemnation and disposal board and will be handled by the respective sections themselves without referring the same to MM formations/disposal sections.

40.2.2 Various powers in respect of disposal will be exercised with reference to the book value or assessed value when book value is not available.

40.2.2.1 Following methodology shall be used for working out the book value:

- a. For used capital items, the “Book Value” would be the depreciated value of the items. Wherever the depreciated value of the items/equipment is not available, the Board of officers, as indicated above, will assess the book value.
- b. The value estimated by the board of officers for such items would be considered as the “book value” of the item/equipment.
- c. For items which are new and which have never been put to use, the book value will be as maintained by the Accounts in the priced ledger.
- d. The book value assessed by the Survey Board could be different from the reserve price

40.2.3 For items where book value is not available, the same would be assessed by a board of following officers at minimum E-3 level after taking into consideration the prevailing market rate, if any, and the condition of the items:

- (i) A Technical officer from concerned discipline.
- (ii) An officer of the section returning the items.
- (iii) An officer from MM Depts.
- (iv) An officer from Finance & Accounts Depts.

**40.2.4 Condemnation of Stores and spares which are unserviceable or beyond economic repairs**

- a. Items categorised under 40.1.2 (b) will be sent to disposal directly if they have been declared as beyond economical repair or unserviceable by the standing condemnation and disposal board as stated in Para 40.2.1. No specific approval of concerned key executive will be required in such cases. The material will be transferred to disposal location under scrap material code in ICE system, subsequent to recommendations of Standing Condemnation and disposal board.
- b. User department or Stock holders can also bring to the notice of Standing Condemnation and disposal board items such as Rubber, PVC and other dispensable and perishable items which lose their shelf life/deteriorate due to long storage. Such items will also be sent to disposal directly upon recommendation from Standing Condemnation and disposal board.

**40.2.5 Condemnation of capital items which are unserviceable or beyond economic repairs**

- a. Items categorised under 40.1.2 (c) will be disposed of if they have been declared as beyond economical repair or unserviceable by the standing condemnation and disposal board as stated in Para 40.2.1.
- b. For capital items, concerned User deptt shall get the Census numbers and Book Value verified from Asset Master / Asset Accounting cell, before putting up the items for condemnation. Standing condemnation and disposal board shall verify the Census number of the capital items put up for condemnation.
- c. Condemnation of Capital items received as a part of Turnkey projects (or) as a sub-assembly to a major capital item
  - i. In respect of each of such items, the concerned user section shall certify that the item has been received as part of Turnkey Projects (or) as a sub-assembly to a major capital item.
  - ii. Broad technical specifications of each of such items shall be recorded by the user department, which shall also form part of the condemnation report.
  - iii. For each such item, the concerned indenting/user section shall also indicate the census number of the respective Project / major capital item.
  - iv. Assessed Value for each such item shall be determined by the board as per para 40.2.3.
  - v. For condemnation of such items, the recommendations of the Standing Condemnation and disposal board (including Assessed Value of the items) shall be got approved by competent authority as per BDP.
  - vi. After condemnation and physical handing over of such items to Salvage section, In-charge of concerned indenting/user section (or, his representative) shall co-ordinate with the Asset Accounting cell for necessary regularizing work related to accounting.
- d. The Survey Reports would include the following information in addition to the description and Code number of item:-
  - i. Manufacturer's part number.
  - ii. Census number.
  - iii. Source of receipt.
  - iv. Date of purchase.
  - v. Book Value/Assessed value(in case of sub-assets)
  - vi. No. of years equipment has been in actual use.

- vii. Repair history.
  - viii. Reasons for return.
  - ix. Present condition.
  - x. Details of the parts (if any) that should be retrieved before capital item is disposed of.
- e. The Board will give a certificate that the capital item under survey has become unserviceable and beyond economical repair and that this is due to fair wear and tear. If the Board is of the opinion that the equipment or item has become unserviceable or beyond economic repair due to misuse, no disposal action will be taken until the matter has been investigated and responsibility fixed for the misuse. Further disposal will only be taken after the written order to this effect has been given by the Competent Authority.

#### 40.2.6 Condemnation of Vehicles & Transport equipments

- a. **Procedure for condemnation covered under replacement policy:**  
User group shall identify the vehicles for condemnation as per condemnation policy. The required data will be filled in part “A” and part “B” of the condemnation proforma placed at Annexure “E”. These documents shall thereafter be submitted to attached Finance for examination/concurrence of the proposal and verification of depreciated cost before putting up to the Standing condemnation and disposal board to be constituted as per guidelines given in Para 40.2.1. The Board shall, wherever feasible, physically inspect individual vehicle/transport equipment and record its recommendations under Part “C” of Annexure “E”. The Board will ensure that all the necessary information/data are filled in before any case is put up for approval to the Competent Authority.
- b. **Procedure for condemnation of accidental / pre-mature cases**  
Whenever an accident takes place, the concerned key executive should immediately appoint an Enquiry Board. This Board must give its recommendations within 60 days. Simultaneously the accidental vehicle should be sent to workshop for repairs. If it is found that it is beyond economical repair, then the necessary data should be filled in part “A” and part “B” of the condemnation proforma and should be put up to the Standing Condemnation and disposal board after concurrence by attached Finance. However, the condemnation process should be de-linked from the follow up actions of the enquiry report.

Vehicles which have become obsolete because of non-availability of spares, exorbitant cost of repairs and uneconomical operational cost, shall be identified by the User Department and put to the Standing Condemnation and disposal board. The Board while recommending the

case for condemnation should ensure that all the necessary data/information is complete.

c. The approved life of Transport vehicles/equipment is as under

Sl.No.	Category	No. of years	Kms/Hrs. Run
		(Whichever is earlier)	
1.	Jeep (Petrol)	7	1,20,000 Kms
2.	Jeep (Diesel)	7	1,60,000 Kms
3.	Cars	10	1,30,000 Kms
4.	Ambulance (Petrol) (on Jeep chassis)	7	1,20,000 Kms
5.	Ambulance (Diesel) (on Jeep chassis)	7	1,60,000 Kms
6.	Pickup (Petrol)	7	1,20,000 Kms
7.	Pickup (Diesel)	7	1,60,000 Kms
8.	Mini Bus (Diesel)	7	1,60,000 Kms
9.	Power Wagon (Diesel)	7	1,00,000 Kms
10.	Station Wagon (Diesel)	7	1,20,000 Kms
11.	Ambulance Van (Diesel)	7	1,60,000 Kms
12.	Cash Vans (Diesel)	7	1,60,000 Kms
13.	Buses	7	3,20,000 Kms
14.	Pole Carriers	8	3,20,000 Kms
15.	Trucks	8	3,20,000 Kms
16.	Water Tankers/Oil Tankers (12 Ton)	8	3,20,000 Kms
17.	Prime Movers/Trailer (40/45 T)	10	3,20,000 Kms
18.	Prime Movers/Trailer (25/30 T)	10	3,20,000 Kms
19.	Prime Movers/Trailer (15/20 T)	10	3,20,000 Kms
20.	Dumper	10	3,20,000 Kms
21.	Crawler Tractors	10	12,000 Hrs.
22.	Bull Dozers	10	12,000 Hrs.
23.	Auto Graders	10	12,000 Hrs.
24.	Mobile Cranes (Upto 7 T)	10	10,000 Hrs.
25.	Mobile Cranes (Upto 16 T)	10	10,000 Hrs.
26.	Mobile Cranes (Upto 30 T)	10	10,000 Hrs.
27.	Mobile Cranes (35 to 40 T)	10	10,000 Hrs.
28.	Mobile Cranes (Above 40 T)	10	10,000 Hrs.
29.	Crawler Cranes (Upto 30 T)	10	10,000 Hrs.
30.	Crawler Cranes (Upto 10 T and above)	10	10,000 Hrs.
31.	Pneumatic Tractor	10	10,000 Hrs.

32.	Road Roller	10	10,000 Hrs.
33.	Trailers	10	-
34.	Truck (upto 12 T)	8	3,20,000 Kms.
35.	Water Tankers (upto 12 T)	8	3,20,000 Kms.
36.	Rig Chassis	8	10,000 Hrs.
37.	Labour/Normal Van (on TATA chassis)	8	3,20,000 Kms.
38.	Forklifters	10	10,000 Hrs.
39.	Oil Field Trucks	10	3,20,000 Kms.
40.	Motor Cycle	7	80,000 Kms.
41.	Fire Tenders	8	3,20,000 Kms.
		<b>(Whichever is earlier)</b>	

- d. User Department should properly maintain the log books and History Sheets with respect to daily Kms./Hrs. run for each vehicle/equipment so that condemnation performance is complete in all respects
- e. Transfer of vehicles/ equipments at the time of transfer of vehicle/equipment, all the relevant documents/data concerning the vehicle/equipment should also be despatched by the transferor. The transferee Department should ensure receipt of these documents.
- f. Cannibalisation of spare parts: No cannibalisation of spare parts should be done from the vehicles due for condemnation. For cases where cannibalisation is un-avoidable due to valid reasons, this should be allowed under specific written orders of the officer-in-charge of the work shop. A copy of the permission and list of items removed should be enclosed along with the condemnation proposal.

#### **40.2.7 Condemnation of serviceable, Obsolete, Unwanted and unused Surplus Capital Items, Stores and Spare**

- a. Surplus and obsolete stocks are usually created by changes in designs and methods of manufacture, changes in the drilling and projection policies, unforeseen reduction in their requirement or a wrong decision by some part of the management. These dormant stocks must be put to some alternative use or disposed of promptly to enable optimum use of capital and storage space. The user group should regularly identify such items and declare them as surplus.
- b. The user will first take approval from concerned key executive for declaring item as surplus at work centre level. After the approval, the material will be transferred to surplus location by the stock holder in ICE system using T code MB1B. This list will then be circulated across organisation through ONGC reports.

- c. If no requirement of material received from any other user group within a period of 2 month, the user will obtain another approval from concerned key executive for sending these items for disposal. No specific recommendations are required from standing condemnation and disposal board in this case. Such items shall remain in the stock (in ICE system) till the decision to dispose them of is finalised. Once decision is taken to dispose of these items, the user will then create reservation in system with movement type 929 for Stores and Spares and in case of capital items, ACN will be prepared. The material will then be sent to salvage yard for disposal. The salvage yard will receive the material at 5% value(book value) for Stores and Spares and 2% value(book value) for Capital items.
- d. In addition, a separate procedure for regular action on non moving inventory has been identified in Inventory Management Manual Section 41.
- e. Items meant for disposal should be kept in isolated place and should be identified separately.

#### **40.2.8 Condemnation in cases where disposal not possible before getting replacement**

- a. Where the entire condemned items cannot be returned before getting replacement and the condemnation is considered necessary for processing the proposal for purchase of replacement items, formal condemnation should not be resorted to in the first instance.
- b. In such cases assessment of the condition of the items may be made by the Standing Condemnation and disposal board for the purpose of getting replacement. This assessment report should form the basis for processing proposal for replacement. After replacement of the item, the formal condemnation may be done and the entire quantity returned to Salvage Section along with condemnation report in duplicate.

#### **40.2.9 Other provisions on Disposal:**

- a. Any capital item except Furniture and Fixture where the gross book value of individual item is upto Rs. 25,000.00 and net book value is less than Rs. 1000.00 can be declared fit for disposal by indenter/user deptt. after obtaining approval of competent authority without referring to Standing Condemnation and disposal board.
- b. The concerned key executive will have full powers to approve conversion of surplus serviceable/used unwanted materials into scrap provided ONGC is not able to dispose such usable material inspite of invitation of tender/e-auction being conducted twice.

#### **40.2.10 Lot formation guidelines for the salvage yard**



- a. Material proposed for condemnation shall be segregated in separate lots(not required in case of rate contracts or buy back by supplier), in accordance with the following guidelines:
  - i. For used stores, spares and containers, each lot of materials proposed for condemnation should be formed only with items of similar nature. Each lot of similar items is to be considered as each case. For e.g. (a) Ferrous scraps (b) Non ferrous scraps (c) Rubberised goods (d) Tent equipments, leather goods etc. (e) Auto scraps (f) Tyres and tubes (g) Batteries (h) empty barrels (i) Bearings (j) Drilling Bits (k) Wooden scraps (l) Wire ropes (m) Tubulars and broad categories of lots. The quantity contained in each such lots should be specified in terms of count, measure or weight depending upon the nature of the material. Each lot of scrap materials (i.e. the scrap of metal / steel and wood) should invariably be identified in terms of weight basis.
  - ii. For surplus serviceable unwanted stores, each lot will be formed with the item(s) of same classification/specification. For surplus serviceable unwanted spares, each lot will be formed with items of same equipment. Each lot of material made in accordance with the above shall be considered as 'each case'.
  - iii. For the used vehicles, each lot proposed for condemnation should be formed with vehicles of same category. Each lot of such same category vehicles is to be considered as 'each case'. For e.g. (a) All Jeeps (b) All cars (c) All type of Cranes (d) All types of Trailers (e) All types of Trucks (f) All pickup and station wagons etc. (g) All shot hold drilling rigs (h) All Seismic and Electro logging Vans (i) All buses (j) All vehicles other than mentioned above, for broad categories of lots.
  - iv. For used capital items and equipments, each lot proposed for condemnation should be formed of identical item only. Each lot of identical items is to be considered as 'each case'. The lots can be as (a) Diesel engine (b) Slush pumps (c) Rotary tables (d) Masts and derricks (e) Swivels (f) BOPs and X-Mas trees (g) Crown Blocks (h) travelling blocks (i) Air Compressors (j) Mud and Diesel tanks (k) Any lot of equipment on same analogy as above lots.
- b. Material for condemnation should be arranged in smaller lots, for the convenience of handling and also for attracting better competition. It is not a healthy practice to form bigger lots of material accumulated over a longer period of time.

#### **40.2.11 Returning condemned materials to salvage section**

- a. After approval of the recommendations of Standing Condemnation and disposal board, the concerned indenting/user deptt. will send for disposal, the condemned materials to the Salvage Section along with two copies of the approved condemnation report (proceedings of Standing Condemnation and disposal board, wherever held) along with relevant

documents such as ACN(Asset Condemnation Note), in case of Capital items, prepared in the ICE system.

- b. For capital items, the asset number of the items returned should tally with the asset numbers indicated in condemnation report.
- c. In case of vehicles / transport equipments, after approval of the recommendations of Standing Condemnation and disposal board by Competent Authority, the concerned Logistics Department shall issue the condemnation order. The condemned vehicle should be returned to Salvage section with proper documentation including non-use certificate from the concerned Road Transport Authorities, besides copies of approved condemnation report and ACN(Asset Condemnation Note) prepared in the ICE system. Wherever necessary, the renewal of non-use certificate should be obtained from the Road Transport Authority by the Transport Department.
- d. On physical transfer of Capital items and Vehicle along with necessary documents as mentioned above to the Salvage section, the concerned indenting/user section shall send a copy of the condemnation report, duly acknowledged by salvage section, to the concerned Asset Accounting cell. Accordingly, the condemned materials which have been physically received by the Salvage section should be removed from the material master of the concerned indenter/user, with immediate effect. All concerned sections should take necessary actions on priority, to ensure that this process would not take more than 15 days from the date of handing over of the condemned materials.
- e. In case of items being sold on as-is-where-is basis, the condemned materials should be removed from the Asset Master of the concerned indenter/user by asset accounting section on the basis of a custodian certificate by the indenter/user.

### **40.3 Setting of reserve price and preferred methods of disposal**

#### **40.3.1 Procedure for setting of Reserve price**

- a. For items under category 40.1.2(a) and 40.1.2(b), A Standing condemnation and disposal board constituted as per clause 40.2.1 shall fix the reserve price. Reserve price will be set as follows:
  - i. Information for items being considered for disposal can be released to MSTC and information sought on recent disposal price of similar items which will then be utilized for fixation of reserve price. A maximum period of 15 days will be provided for MSTC to respond and if no response is received upon expiry of this period, the board can go ahead with its estimation without further delay.
  - ii. The Standing condemnation and disposal board will take into account factors like (a) Last disposal rate of similar items from MSTC (b) any market linked index to account for changes in last disposal

price (c) condition of the materials under disposal, (d) market utility in the nearby areas (e) opportunity cost of storing and handling the material for fixing the reserve price and (f) the acquisition value (gross value). The board will try to come up with a realistic reserve price so that the items may be disposed off in one attempt. The team will place on record, duly endorsed by all of them, the basis on which they have fixed the reserve price and same will be placed in sealed cover to be submitted for approval of Competent Authority as per BDP.

- b. For items under category 40.1.2(c) and 40.1.2(d), reserve price will be set equal to higher of book value or 2% of Gross value of the item available with the Asset accounting cell/Finance.
- c. For items under category 40.1.2(e), reserve price will be set equal to the value at which it is received by the salvage yard.
- d. For items under category 40.1.2(a) and 40.1.2(b), the reserve price will be entered in the MSTC system by the Competent Authority and all relevant papers kept with in charge MM, after approval of Competent Authority.
- e. For items under category 40.1.2(c), 40.1.2(d) and 40.1.2(e), the reserve price will be entered in the MSTC system by the concerned warehouse in-charge. However such fixation of reserve price will not need any approval of concerned key executive.
- f. The estimation/setting up of reserve price as above is to simply facilitate the booting-up of MSTC system(in case of e-auction through MSTC)/tendering(in case of manual tendering). However the material/lots will be sold to H-1 bidder(s) only, received against the e-auction/tender respectively.

**40.3.2 Disposal of regular disposal items such as empty barrels, burnt oil ,casing pipe thread protectors and all types of scrap like wooden, auto, electrical, tyres and tubes, batteries, electrical wires and cables glass leather, canes, wire ropes etc. which have got specific life period**

- a. In charge MM has full power to enter into a rate contract with firm for periodical disposal of items categorized as Sec 40.1.2(a).
- b. Rate contracts or return to supplier (on terms agreed upon at time of procurement) shall be the most preferred way of disposing such material and efforts must be made to establish rate contracts or agreement with suppliers for return for timely disposal of such materials.
- c. In case such arrangements as identified above are not available, disposal will take place through e-auction process as detailed in Section 40.4.4. If e-auction process cannot be conducted due to any reason, the disposal should be conducted through tendering, with the approval of concerned key executive. In this respect, a decision should also be taken as to

whether such tendering to be done departmentally or through MSTC, after considering which option is more feasible and convenient for quick disposal and advantageous to the Corporation

#### **40.3.3 Disposal of rest of the items:**

- a. Return to supplier (agreed upon at time of procurement) shall be the most preferred way of disposing such items.
- b. In case such arrangements as identified above are not available, disposal will take place through e-auction process. If e-auction process cannot be conducted due to any reason, the disposal should be conducted through tendering, with the approval of concerned key executive. In this respect, a decision should also be taken as to whether such tendering to be done departmentally or through MSTC, after considering which option is more feasible and convenient for quick disposal and advantageous to the Corporation.
- c. For disposal of items identified under 40.1.2(e), in addition to the normal methods of disposal through tendering, auction or through MSTC (& e-auction), efforts should also be made for disposal of material by specific contracts / approaches with Govt. organisations / PSUs who are the probable users of such items - such as Oil India, Defence and Irrigation Depts. in case of drilling, production and auto (Imported) items and Indian Universities in case of Geo-Service equipments. In case of auto (indigenous) and engineering items, attempts may also be made to see the surplus items are required to the manufacturers / authorised dealers / stockists of the concerned equipment / spares.

#### **40.3.4 Special conditions for disposal of e-waste**

- a. E-waste will be disposed of in accordance with e-waste (management and handling) rules issued by the ministry of Environment and forests.
- b. E-waste should be disposed through authorised collection centres, or registered dismantler or recycler or return to the producer through its pick up or take back services or through its collection points.
- c. Central rate contracts shall be established by corporate MM, Delhi and utilized with such authorised collection centres, or registered dismantler or recycler for disposal of e-waste.
- d. Agreement regarding return to producer shall be made at time of procurement of such material.
- e. The disposal yard will maintain records of e-waste generated as per ministry issued rules and such records need to be made available for scrutiny to State Pollution Control Boards whenever demanded.

#### 40.3.5 Special conditions for disposal of hazardous material

- a. The Hazardous Wastes(Management, Handling and Trans-boundary Movement) Rules as issued by Ministry of Environment and Forest shall be adhered to in respect of disposal of hazardous material.
- b. Central rate contracts shall be established by Corporate MM, Delhi and utilized with registered recycler or re-conditioner for disposal of hazardous materials.
- c. If possible, arrangement shall be made with dealer/ manufacturer/ importer/ assembler at time of procurement for disposal of hazardous materials at the end of its useful life.
- d. The hazardous waste is required to be sold / auctioned only to units registered by Central Pollution Control Board (CPCB).
- e. Along with the tender documents the purchaser of hazardous waste are required to submit following clearing certificates:
  - i) Requisite certification of registration from central pollution control board.
  - ii) An authorization from the pollution control board of the state where the hazardous waste is located.
  - iii) “no objection “certificate from the pollution control board of the state where the facility for treatment, storage and disposal of hazardous wastes is located in case of transport of hazardous wastes to such facility from another state
- f. Further, the used/burnt oil will be sold only to the Re-refiners registered with the Directorate of Industries of the State Government/Union territory Administrations. The disposal of used / burnt oil should be carried out on “litre” basis only.

#### 40.4 Methods of disposal

40.4.1 Stores & spares segregated for disposal must be continuously checked to explore the possibility of their alternative use. If they can be so used there may be saving of the difference between price of the new materials and scrap. Alternative use of the scrap and unserviceable stores and spares may be found by using imagination and ingenuity. The Respective In-charges of the departments shall visit the salvage yard where the material for disposal is stored at least once in a month. These visits may suggest to them the alternative use of the material awaiting disposal. These visits will also indicate to them the sources which have created the disposable material. This may assist in minimising the generation of salvage and scrap/better material planning and control for future.

Once the item(s) has/have been condemned, sent to the salvage yard and tenders for their disposal invited, these will not be withdrawn from disposal without prior approval of the concerned Key Executive.

#### **40.4.2 Disposal by returning to suppliers:**

- a. Often scrap/metals waste or containers are in such a condition that they can be returned to the suppliers either as an out-right sale or as a deposit on future purchases. Non-ferrous metals such as copper or aluminium in some instances may be returned to the suppliers in "TOLL" basis i.e. the suppliers may accept the return of certain quantity of metal to be reprocessed into new metal, the quantity of new metal returned by the suppliers being slightly less because of the melting and fabricating losses. Such arrangements may be made at the time of initial purchase.

#### **40.4.3 Sale by contract with dealers of brokers:**

- a. Rate Contract to remove regular disposal items such as empty barrels, burnt oil ,casing pipe thread protectors and all types of scrap like wooden, auto, electrical, tyres and tubes, batteries, electrical wires and cables glass leather, canes, wire ropes etc. which have got specific life period at periodic intervals may be entered into. This contract could be a fixed price contract or a varying price contract linked with the market price at the time of removal. The contract will be finalised by calling tenders, if required.

#### **a. Disposal of materials through open tenders**

Disposal of material through open tender shall be the least preferred method for disposal, following rate contract, return to supplier and e-auction. The stores and spares and scrap intended to be sold by inviting open tenders will be given wide publicity in newspapers both in English and in local language, depending upon the nature of stores, place where they are located and the value of items to be disposed of. Likely purchasers will also be informed through letters. A list of likely purchasers would also be maintained. Names of all persons to whom tender forms are issued will be entered in the Register of "Tender for Disposal of Stores".

- b. In an invitation to tender, definite date and time will be prescribed for receipt of tenders and their opening. All tenderers will be instructed to deliver two copies of tenders in a sealed envelope on or before the specified closing date and time. It will be made clear to the tenderers that tenders or modification to tenders after closing time and date will not be considered. The envelope must show on the outside, the Tender number and due date. If the tenders are sent by post, these should be sent by Registered Post. No tender form will be issued on the date fixed for opening of tenders.

- c. All bids received after the notified time and date of closing of tenders will be treated as late tenders and will not be considered. Such late tenders, after recording with the concerned Materials Management officer, will be returned un-opened to the concerned bidder(s) within a period of seven days from the due date of opening of tenders.
- d. Unsolicited alterations or modifications of bids received after the notified time and date of closing of the tenders shall not be entertained
- e. Earnest Money

The tenderer will be asked to send earnest money with their offers with reference to their quoted price in the form of Demand Draft or Bank guarantee issued from any of the Nationalised Bank/ Scheduled Bank as per following slabs:-

<b>Quoted Value (Rs)</b>	<b>Amount of EMD (Rs)</b>
Upto Rs. 50,000.00	5% of quoted value.
Over Rs. 50,000.00	Rs. 2,500/- + 2.5% of the quoted price in excess of Rs. 50,000.00

Offer not received with full amount of earnest money will be summarily rejected. The earnest money of successful tenderers will be retained as security deposit for due performance of the contract and the earnest money of the remaining tenderers will be refunded within seven days of the issue of the Sale Letter.

For cases dealt by MSTC, EMD shall be finalised as per the details stipulated in the agreement between ONGC and MSTC.

- f. In all 'Invitation to Tenders', it must be specifically stated that the goods are sold on the "as is where is" basis and if the tender is accepted, the buyer will remove the goods with all faults and notwithstanding any error or mis-statement of description, measurement, quantity, weight, enumeration or otherwise and without question on the part of the buyers, that no claim will be made against ONGC, nor shall any allowance be made on account of any such fault, mis-statement or error. Buyer will also be informed that he should satisfy himself thoroughly as to what is offered for sale before submitting his tender. He may at his own cost inspect the goods prior to tender and shall be deemed (whether or not such inspection shall have in fact taken place) to have had notice of all such faults, error and mis-statement, which he might discover on inspection and shall not be entitled for any compensation or damage on account of such defects, faults, errors and mis-statements.
- g. All tenders will be received by Tender Receiving Officer (not below E-0 level). Tenders received will be handed over to the tender opening officers (one each from MM and F&A deptt. not below E-0 level for opening of the same in public on specified date. Tenders received after due date and time of the opening of tenders will be treated as late tenders.

- h. A comparative statement will be prepared in which all tenders received in time will be entered. The comparative statement will be checked and signed by the officer of MM deptt. as per limits indicated below:-

	<b>Tender value (Rs)</b>	<b>Officers</b>
1	Upto7.5 lakhs	MM Officer
2	Above 7.5 lakhs to35 lakhs	Sr. MM Officer
3	Above 35 lakhs to75 lakhs	Dy. Manager(MM)
4	Above 75 lakhs	Manager(MM)

- i. All comparative statements for tender exceeding the value of Rs. 50,000/- will be referred to Finance for scrutiny. The monetary limits of different level of Finance and Accounts Officers for checking the comparative statements will be as under:-

1	Upto Rs. 7.5 lakhs	F&A Officer
2	Above Rs. 7.5 lakhs to Rs. 35 lakhs	Sr. F&A Officer
3	Above Rs. 35 lakhs to Rs. 75 lakhs	Dy. Manager(F&A)
4	Above Rs. 75 lakhs	Manager(F&A)

**j. Acceptance of offers**

The comparative statement with detailed proposal will be submitted to the Competent Authority referred in BDP PART III(C) Clause MD: Powers of Discarding and Disposal. Normally the highest tender will be accepted. However, for reasons to be recorded in writing, the Competent Authority, in consultation with Finance, may accept a tender other than the highest. For acceptance of offers below reserve price, BDP PART III(C) Clause MD: Powers of Discarding and Disposal will be referred to.

- k. On acceptance of the tender, a registered acknowledgement due “Sale Letter” will be issued to the tenderer conveying acceptance of the offer and requiring the tenderer to deposit the value of the sale within stipulated period, along with one copy of the sale letter, duly accepted. It will be made clear that the quantity/weight indicated is approximate and may vary at the time of actual delivery consequent upon actual counting/ measurement/ weighing.

Detailed instructions regarding the method of deposit will be given in the Sale Letter. Normally, the stipulated period within which sale value will be deposited would be as under but the Competent Authority, in exceptional circumstances, may extend the period for reasons to be recorded in writing.



Not exceeding Rs. 50,000.00 - Within **15 days** of the date of issue of Sale letter.

Exceeding Rs. 50,000.00 but upto Rs. 2,50,000.00 - Within **21 days** of the date of issue of Sale letter.

Exceeding Rs. 2,50,000.00 - Within **30 days** of the date of issue of Sale letter.

- I. Following provisions will be made in "Sale Letter":

### **Sale Value**

It should be noted that failure to deposit entire sale value within stipulated period will attract penalty @ 1% of sale value per week subject to a maximum of 5% of sale value by the buyer. The sale letter will be treated as cancelled and earnest money deposit forfeited in case the buyer fails to deposit sale value within five weeks from the date specified for such a period.

### **Note (Not to be incorporated in tender documents)**

The Competent Authority, after imposing penalty as contemplated above, will have discretion to release the material to defaulting party without cancelling the Sale Letter provided such party has deposited full sale value of the materials even after five weeks of specified date but within three months of the specified period.

- m. For reasons to be recorded in writing, the Competent Authority, in consultation with associate Finance, will be empowered to waive recovery of penalty imposed on the buyer for delay in depositing sale value.
- n. A copy of the sale order will be endorsed to the attached Finance and the MM officer holding the stores.
- o. A copy of the sale order will also be endorsed to the finance officer in-charge stores ledger section along with the statement of the material sold. The statement will interalia incorporate the following particulars for condemned capital items sold.
  - i) Description of capital items.
  - ii) Census number.
  - iii) Reference to condemnation report (every condemnation report must bear a particular control number and date for easy links).
  - iv) Depts./Office/Officer returning the material.
  - v) Return voucher number and date.

p. The buyer will also be informed that the earnest money deposited will be adjusted against the security deposit and default in payment of sale value within the stipulated period would be considered as a breach of contract and that Oil & Natural Gas Corporation may forfeit the amount of earnest money and security deposit apart from cancelling the contract by serving notice in writing to the buyer and resell the stores as and when the ONGC considers best and recover from the buyer any loss incurred in such a resale. The ONGC will also be entitled to the cost of storage/warehousing, removal of stores which are to be resold and any expenses incurred in the sale of the stores. Any gain on resale will be retained by the ONGC.

q. **Delivery order**

- i) After the buyer has deposited the sale value, a "Delivery Order" authorising the buyer to take delivery of stores sold will be issued as per specimen at Annexure 'B'. The 'Delivery Order' would also give the reference of the "Sale Letter" and "Sale Deposit Receipt". The Delivery Order would also lay down a period within which the stores are to be removed. This period would be worked out keeping in view the quantity, weight, bulkiness of the stores sold and other relevant circumstances such as availability of transport, etc. It must be clarified in Delivery Order that if the stores are not removed within the stipulated time, ground rent @ ½% of the sale value per week subject to a maximum of 5% of sale value will be charged. Thereafter the "Sale Letter" and "Delivery Order" will be treated as cancelled and security deposit of the buyer forfeited.
- ii) The Competent authority, after imposing ground rent as contemplated above, will have discretion to release the material to defaulting party without cancelling the Sale Letter.
- iii) For reasons to be recorded in writing, the Competent Authority, in consultation with associate Finance, will have powers to waive levy of ground rent.
- iv) Any deposit of the unsuccessful tenderers will be returned within one week of the sale of tendered material/stores. It will not be necessary to inform tenderers the reason why their tenders have not been accepted. No correspondence shall be entertained in this regard.
- v) Copies of the Delivery Order will be endorsed to the MM Officer holding stores, concerned Finance & Accounts User department and concerned Security Officer. The MM officer will issue the Items from Disposal yard sold to the buyer in the presence of security personnel and post in the ICE system on the strength of the Delivery Order signed by the contractor in token of having removed the items.

#### 40.4.4 E-Auction Process (currently being conducted through MSTC)

For e-auction for disposal of materials currently being conducted through MSTC, the following provisions will be applicable, which are in line with the process followed by MSTC:

##### a. E-Auction Documentation:

Lists of different lots for disposal, along with details of all items, specifications and terms, will be sent by ONGC to MSTC preferably by E-Mail (followed by hardcopies) for faster preparation of E-Auction Catalogue and posting the 'lot details' by MSTC on the E-Auction Website. Applicable taxes and duties to be borne by the respective bidders including the applicability of acceptance of C-form by ONGC, issued by prospective bidders, in case of inter-state transactions, will be mentioned in the E-auction catalogue as per applicability at the respective work centres. These applicable taxes and duties at the respective work centres need to be informed by the concerned In-charge Warehouse/disposal to MSTC, along with details of items for suitably incorporating by MSTC in the respective e-auction catalogues for better information of prospective bidders for their clarity.

##### b. E-Auction Bidding Process:

- i) EMD: The EMD shall be as decided by the Standing Condemnation and Disposal board.
- ii) Reserve Price: It is required to enter the 'Reserve Price' values of each lot in the system, through password security system, at least two working days prior to the commencement date of e-auction bidding. The system will retain the Reserve Price for comparing the bids internally during Live auction, but it will not be displayed or accessed by anyone. Upon closing of E-Auction, the system will readily ascertain whether H1 bid is equal to or above the RP value and confirm sale order against the particular bid and post it automatically.
- iii) Lower limit for acceptance of H-1 bid, below reserve price: It is also required to feed a lower limit in the system (which is 50%), for acceptance of H-1 bid (below reserve price) on 'Subject to Approval' (STA) basis with concurrence of finance, in the event of not receiving any bid value more than the reserve price. However, the bids below the said lower limit will be rejected. Upon closing of the E-Auction, the bids crossing the specified lower limit will be registered as 'bids on STA basis' in the system. These bids will be blocked for a limited specified period, before expiry of which sale order is to be confirmed on highest bid.
- iv) All bids will be deemed to be for materials on 'As is where is' basis and subject to prior inspection by the bidders.

- v) Once the bidding starts, the H-1 bid at any point of time will always be displayed on the screen, without showing the name of the H-1 bidder.
- vi) Any time during e-auction, the bidders as well as the dealing officials of ONGC can see the bid history of the last 10 bids.
- vii) Immediately after closing of e-auction, the bidders can see the result online on the website, which will show details of lots won by them on 'confirmed' or 'STA' basis.

**c. Duration Of E-Bidding:**

'e-bidding' will be held initially for four hours, with a provision for auto extension of closing time by 8 minutes every time the last H-1 bid is received within 8 minutes of the predetermined or extended Closing Time. This process will continue till the last H-1 bid remains unimproved for a minimum period of 8 (eight) minutes.

**d. Monitoring/Witnessing Of E-Auction, By ONGC :**

The dealing officer shall witness & monitor the 'live e-auction process'. He shall also download 'bid history' of last 10 bids for all lots and the 'complete Bid Sheets' (with names of the H-1 bidders and the status as to whether Sold/STA/Rejected etc.) from the website, on completion of the 'live e-auction process'.

**e. Issue of sale order, delivery order, delivery, etc.**

- i) For the cases where H-1 bids are equal to or more than the reserve price, 'Sale Intimation Letter' will be generated automatically in the system and will be issued by MSTC to the H-1 bidders for each lot, requesting to deposit 10% Security Deposit, within 7(seven) days. No approvals are required by MSTC from ONGC in such cases.
- ii) In cases where H-1 bid is less than the reserve price, MSTC should issue the 'Sale Intimation Letter', only after approval by the Competent Authority of ONGC (as per BDP). In case the H1 bid is within 15% of the Reserve price, no specific approval/financial concurrence will be required from the Competent Authority and STA approval will be fed in the MSTC website straight away. Concerned officials will make all efforts to convey the online confirmation of the approval to MSTC at the earliest, the time for which should not exceed more than 7 (seven) working days.
- iii) Immediately on receipt of the copy of Sale Order/Delivery Order issued by MSTC, concerned dealing officer shall generate a confirmatory Sale Order/Delivery Order in the ICE system for the purpose of regularization and also for facilitating future activities like accounting of sale proceeds, delivery of materials etc.

- iv) On receipt of Security Deposit from the bidder, sale order is issued by MSTC requesting the Buyer to submit the sale value with applicable duties / taxes within 10 days. (Security Deposit will be retained by MSTC, which will be refunded to the Buyer on completion of the contract and receipt of NOC from ONGC, within 15 days).
  - v) After getting the payment of full sale value from the buyer, delivery order will be issued by MSTC. Payments will be forwarded by MSTC to ONGC after deduction of their Service Charges (as per agreement). ONGC will allow delivery of material to the buyer only after receipt of payment, of full sale value, all applicable/ balance due charges like ground rent, if any and also any balance taxes/duties, still unpaid to MSTC, at the time of issue of delivery order by MSTC, against production of Photo-ID-Card issued by MSTC (containing buyer's photograph and specimen signature). Alternatively, Photo-ID-Card holder can authorize his representative along with the Photo-ID-Card (or a Notarized copy of the same) to take delivery of materials. Material delivery will be done in the presence of security personnel to avoid pilferage, if any.
- f. For various activities related to e-auction, the respective procedure / process of MSTC will be applicable. However, for various internal activities of ONGC (like fixation of Reserve Price, Competent Authority for approval, etc.) the relevant provisions of Disposal procedure, BDP and other Instructions issued from time to time, shall be applicable, as in case of non e-auction cases.

#### **40.4.5 Disposal of Packing Cases/Cans and Empty POL Barrels and condemned furniture to employees**

Packing cases/cans and empty POL barrels surplus to the requirement of ONGC may be sold to the employees of ONGC provided the price of such materials is fixed in consultation with the attached Finance and proper account of such sales is maintained. In addition, the condemned furniture may also be sold to the employees at price to be fixed in consultation with attached Finance. Proper accounting of such condemned furniture will be ensured by all concerned.

#### **40.4.6 Disposal of bits**

- (a) The bits for disposal will be kept duly cleaned, oiled, greased and arranged in suitable lots as per sizes.
- (b) Preference would be given to the Govt. departments/Govt. of India Undertakings for purchase of these bits. Reserve price of these bits will be set by the Standing Condemnation and disposal board
- (c) Bits, when either these are not required by Govt.Deptt./Govt.of India Undertakings or when the price assessed by board of officers is not

acceptable to them, will be disposed of to private parties through other disposal methods such as E-auction and Open tenders. For disposal of bits to private parties, the reserve price will be fixed by Standing Condemnation and disposal board

**(d) Diamond drill bits**

The used/damaged diamond drill bits will be given to the manufacturer on whom supply orders are placed for new bits. The manufacturers will retrieve good diamonds out of the used/damaged bits for refitting the same in new bits and will give value reduction for diamonds so retrieved by them. A suitable clause will accordingly be incorporated in all future NIT and Supply Orders for the purchase of new bits. Details of used/damaged diamond bits will be intimated to the Purchase Authority so as to enable them to make suitable provisions in NITs and Supply Order(s).

**40.4.7 Disposal of used 'Lead Acid Batteries'**

- (a) As per 'The Batteries (Management and Handling) Rules, 2001', used lead acid batteries are to be disposed only through depositing with the dealer/ manufacturer/ importer/ assembler/ registered recycler/ re-conditioner of the lead acid batteries or at the designated collection centres of used batteries.
- (b) Disposal through 'buy-back' of the used batteries by the supplier of new batteries
  - i. When new batteries are procured, for replacing the used and unserviceable batteries of similar type and specifications, following procedure shall be adopted for disposal:
  - ii. Condemnation of the used and unserviceable batteries shall be done, based on the certificate issued by user department. However, fixing 'Reserve Price' shall not be necessary for disposal of such used unserviceable batteries
  - iii. In tenders for procurement of new batteries, suitable provisions should be incorporated for insisting the bidder to quote for 'buy-back' of the used batteries of similar type and specifications. In such cases, evaluation of offers for new batteries should be carried out based on "Net cost" for each battery (arrived at after deducting the value offered for each used battery from the total cost quoted for new battery). Even for the order placed against DGS&D rate contracts (which do not have provision related to 'buy-back' of used batteries), the concerned vendor should be insisted to submit his offer for buy-back of used batteries before placement of Purchase Order.

- iv. Accordingly, the Purchase Order placed for new batteries shall indicate the 'Net Amount' payable after deducting the value offered for used batteries. Further, for the purpose of accounting and discharging Tax liabilities, a separate 'Sale Letter' should be issued for the used batteries (by the same authority who issued Purchase Order for new batteries), by keeping provisions for adjusting the deducted amount against the supplies (of new batteries) as the value for the used batteries. The quote from bidder should indicate sale price of new battery and purchase price of old battery so that ONGC can issue invoice and pay VAT, accordingly.
- v. On receipt of new batteries and adjustment of value for used batteries (in the payment), concerned Purchase Officer shall issue a 'Delivery Order' (addressed to indentor, with copies endorsed to Vendor and the concerned sections - viz. Finance, Disposal and Security), so that vendor can collect the used batteries from the locations.
- vi. Accordingly, indentor shall hand over the used batteries to the vendor against proper receipt and Gate Pass (issued on the authority of the Delivery Order).
- vii. Indentor shall forward copies of receipt obtained from the vendor to Finance and Disposal sections for regularization of the sales proceeds and also for inclusion in the returns to be filed with Sales Tax authorities.
- viii. In all other cases, where disposal of used and unserviceable batteries cannot be done through the 'buy-back' arrangement as mentioned in above para, disposal as per normal procedure should be done through registered recyclers only. A copy of valid registration certificate, issued by Ministry of Environment and Forest, or any officer/agency designated by the Ministry, should be obtained from the participants for such tender/auction.

#### **40.4.8 Disposal of items where differential excise or customs duty has to be paid**

- (a) In cases where CENVAT credit benefit were availed on input or capital goods and after the use the same are removed /sold as scrap, In-charge MM will take care of payment of excise under CENVAT Credit rule 3(5A and B). Further in case of imported goods cleared on concessional rate of custom duty and without use same are declared as scrap, custom duty shall be applicable on such imported material on original price of the imported item w.e.f. the date of importation. I/c MM will take care of such duty payment at the time of disposal.
- (b) The amount of duties to be paid back shall have no bearing on the reserve price or disposal of items

- (c) The salvage section will maintain a record of such items which are disposed of and an annual report on the same shall be presented to the concerned key executive as a feedback to ensure better estimation of purchase quantities.

(MM/04/2015 dated 28.04.2015)

**40.4.9 Disposal of scrap and dismantled facilities generated during execution of Redevelopment projects and other LSTK contracts in Onshore**

- (a) In case of revamping/ redevelopment projects, the responsibility of removal and disposal of scrap lies with the LSTK contractor.
- (b) Concerned user group shall be required to identify the items/equipment along with quantity that cannot be re-used and has to be disposed of as scrap. The list of such items/equipments shall be mentioned in the tender document. The items/equipments which are to be dismantled and disposed off shall be declared as unserviceable and beyond economic repair.
- (c) The removal of all discarded items shall be included as an integral part of the scope of work in the tender. Further the estimated value of condemned/ discarded material needs to be indicated in the tender document with a note that this amount shall be used for the purpose of payment of VAT/CST. Bidder to declare whether they will provide form C for the Condemned/ Discarded material. Based on the undertaking VAT/CST shall be recovered from the successful bidder.



## **41 Inventory Management**

### **41.1 Liquidation of Non Moving inventory**

41.1.1 The following definitions will be referred to when detailing about procedures in this section:

Non moving inventory: Only For the purpose of tracking inventory by MM, non moving inventory will be identified separately for each work centre. It will be defined as any item lying in the inventory for over 2 years but not consumed in the last 2 years (excluding items identified as insurance spares, which need to be kept in stock for emergency purposes beyond 2 years).

41.1.2 At the beginning of each financial year, the Corporate Inventory Management Team will release time norms and cut-off age for disposal of aged inventory. The cut-off age will be brought down to 2 years in line with the definition of non-moving inventory established above in subsequent years.

41.1.3 Report in business warehouse module will be generated by the respective Inventory management team on 15th of April each year at each work centre providing details on items lying in inventory and not consumed for more than cut-off age (as intimated by CIM). This report will be sent to concerned L-2 executive.

41.1.4 The work centers will be provided a time period not more than 4 months, to bring out any discrepancies in the report and update the same in ICE system. The work centres should also find avenues for alternate utilization of such items, within this time period.

41.1.5 Upon expiry of the time period, the non moving items at each work centre will be moved to surplus storage location created in ICE system and a report of such surplus items will be circulated to all work centers across ONGC for potential usage of inventory. A copy of the same will be uploaded on ONGC reports portal by the inventory management team at each work centre. These items will be blocked for further procurement at the respective work centers.

41.1.6 All the work centers are provided a time period of not more than 4 months (exact time period to be notified by CIM) to raise STOs and receive the required material from other work centre, having non-moving items.

41.1.7 Latest by 15<sup>th</sup> of December, the items still remaining as surplus will be identified for initiation of disposal action. Action for disposal of such items should be initiated at the earliest and such items will then be moved to the disposal location. These items will not be written off from the ICE system till the action for disposal has been initiated.

41.1.8 Report in business warehouse module will be generated by the Inventory management team on 1st of October each year for each work centre providing details on items which will become non moving inventory if not consumed within the next 6 months. This report will be sent to concerned key executive, Chief MM and Head-Corporate Inventory Management so that they may take appropriate actions for utilization of such material.

## 41.2 Setting of Inventory levels

### 41.2.1 Introduction

- a) The inventory management team should identify items at work centre and establish inventory levels such as Safety stock, re-order point and economic order quantity for maintaining optimum levels of inventory.
- b) Typically, items which have a reasonably predictable consumption and stable lead time should be considered for setting of levels.
- c) Annual rate contracts will need to be established for such items clearly specifying the minimum order quantity that will need to be placed in each order and fixed lead time for the supplier to provide the material.

### 41.2.2 Guidelines for setting of inventory levels

- a) Each work centre should maintain a rolling estimate of expected monthly consumption against each material required by them and update the same in ICE system, every 3 months. A variation of more than 100% as compared to historical consumption shall be brought to the notice of concerned key executive and approval sought before placing in the system
- b) The lead time for such items will be fixed as per ARC in the ICE system
- c) The fixed cost per order will be calculated against each ARC and updated in ICE system.
- d) The inventory holding cost per item will be calculated and updated in ICE system
- e) The safety factor for each item will be calculated on the basis of service level defined for each item. Typically the service levels are as follows but the inventory management team has the flexibility to make appropriate changes wherever required:

Criticality	Service level
Highly critical	99.9%
Critical	99%
Non-critical	95%

- f) The variance in lead time and forecast error can be calculated by ICE on the basis of historical data
- g) On the basis of input provided to the system, the system will generate Economic order quantity. In case, economic order quantity is less than the minimum order size requirements agreed with the supplier, then economic order quantity will be set equal to minimum order size.

#### 41.2.3 Raising the request for re-order

The following two methods can be used to track inventory levels and generate the request for re-order:

- a. Continuous Monitoring
  - i. Under this method, the inventory is continuously tracked and re-order request raised as soon as the inventory level drops to the re-order points
- b. Periodic Monitoring
  - i. At the 1st day of each month, inventory in term of stock months(rounded off to lower integer) will be calculated on the basis of expected consumption and inventory level(minus safety stock)
  - ii. If stock months of inventory is more than lead time, then no order request will be raised by the ICE system
  - iii. If stock months of inventory is equal to lead time, the order request will be raised for quantity equal to the maximum of the following:
    - The expected consumption in the month immediately after the lead time
    - Economic order quantity as defined

#### 41.2.4 Procedure for re-ordering

- h) Against each item, an indentor and MM personal will be identified and their CPF number recorded for notifications to be sent.
- i) As soon as the inventory levels reach the Reorder point as identified in the system, a PR will be raised by the system with quantity equal to economic order quantity and an automatic message will be sent to the identified indentor and MM personnel to take up the process further
- j) For items identified for auto re-ordering, the purchase order will be placed automatically with the supplier( shortlisted on the basis of ARCs by the respective purchase sections ) and automatic information message sent to identified indentor and MM personnel

- k) The values entered into the system for calculation of inventory levels will be assessed, at the minimum, after every 6 months by the work centre and modified suitably.

### **41.3 Quarterly review: Tracking and monitoring of inventory**

41.3.1 All work centers shall have a quarterly review to identify and deliberate upon/resolve inventory related issues/concerns. Inventory management team at work centre will prepare and release the following reports on a quarterly basis

- a. Report on stores with stock months greater than 9 months and spares with stock months greater than 18 months per work centre. The concerned key executive shall use this report for liquidation of excess inventory.

Note: Stock months will be calculated on the basis of last 1 year average monthly consumption and inventory held at the time of assessment.

- b. Report on items lying at site for more than 3 months and not consumed (excluding items defined as insurance spares). The concerned key executive shall take suitable measures for transfer of such items to the main warehouse. Such material returned to main warehouse will be blocked for further STOs for a period of 30 days for that location, unless approved by concerned key executive.
- c. Report on outstanding discrepancies with respect to material in transit. This report will be used by the concerned work centre for settlement of discrepancies. A copy of this report will be sent to office of Chief-MM and office of Head, Corporate Accounts.
- d. Report of items which are lying in surplus for over 4 months but no disposal action has been initiated. This will be brought to the attention of Chief MM and concerned key executive.
- e. Report indicating the items at each work centre for which safety stock was breached so that any modifications if required can be made to the inventory levels

### **41.4 Vendor Managed Inventory**

41.4.1 Identification of items to qualify for VMI

- l) Inventory management team will need to identify items which should qualify for Vendor managed inventory.
- m) The qualification needs to be done on the basis of following parameters:
  - i. Value and Volume
  - ii. Variability in consumption
  - iii. Desired service level basis criticality

- n) Items which have high value and volume in inventory, high variability in consumption and high criticality should be the first ones to be considered for Vendor managed Inventory
- o) The indenting/user group will make a business case to showcase the benefits achieved by opting for VMI and present the same to concerned key executive for approval before finalization of scope of work.

#### 41.4.2 Responsibilities of ONGC and Vendor under VMI model

- p) The detailed responsibilities of ONGC and vendor will be discussed and decided at time of contract. The following guidelines may be referred to while deciding the responsibilities of respective parties:
  - i. ONGC should take up the responsibility for Consumption planning, forecasting and setting of inventory levels for items identified as well as confirmation of purchase order on receipt of information from vendor that next delivery is due to maintain inventory levels.
  - ii. Vendor should take up the responsibility for monitoring inventory levels, order size calculation, generation of purchase order/information to ONGC that next delivery is due and delivery against purchase order.
- q) At the time of entering into contract, the following items should be established clearly. This list is not exhaustive or binding and modifications can be made as required.
  - i. Communication and information sharing: The communication channels(email, access to ICE systems etc.) as well as frequency of communication between ONGC and vendor need to be clearly defined
  - ii. Inventory Ownership: Agreement needs to be reached beforehand regarding on whose book of accounts the inventory will be reflected, ONGC or vendor.
  - iii. Warehousing: Agreement on whether ONGC will provide warehouse space to the vendor or the vendor will manage inventory at his premises.
  - iv. Payment terms: Frequency and time norms for payment to be made to vendor.
  - v. Immediate communication in case of any major changes in expected consumption or supply constraints at vendor site.

## **Care & Preservation of Stores**

## PRESERVATION OF TUBULARS

### 42. GENERAL

- 42.1 All the tubular should be stored separately according to their sizes with box and pin ends facing to particular side.
- 42.2 The serviceable, unserviceable (rejected) and retrieved casings may be stacked separately with proper visual markings.
- 42.3 Tubular of the same size but of different thickness, grade and type of connection to be stored in separate lots.
- 42.4 The tubular should always be racked on the proper racks. The racks should be painted properly before use. Where racks etc, are not available the tubular should be stacked horizontally within the safe carrying capacity of the floor such stocks should be raised clear of the floor on battens or suitable platforms, with each layer placed at right angles to its predecessor.
- 42.5 The practice of stacking tubular by putting casings of larger size underneath as dunnage should be done away forthwith. Proper pipe racks either of structural steel or unserviceable tubular should be fabricated for stacking all the tubular with proper gritage. As another alternative, the pipe racks can be made of masonry with proper roads on all sides.
- 42.6 The pipes should be so stacked that each row is distinctly visible i.e. there should not be any difficulty in accounting the number of pipes and should not be stacked too high, as rolling them on the truck will be difficult.
- 42.7 In storage accommodation, where changes in temperature may lead to condensation of moisture, free circulation of air around and through has to be ensured.
- 42.8 The number of rows in a stack should not be more than three for pipes of size 9" and above and 4 pipes between 7" to 9" and 5 for pipes of lower size.
- 42.9 Stacking ends should be properly secured by putting line stoppers so that the stacks do not slip and fall down and cause accidents.
- 42.10 Wooden stringers or soft support to be provided for stacking Casing pipes with special grade/material like L-80, 13-Chrome alloy.
- 42.11 The pipes should be issued in the order in which they were received, i.e. the pipes received earlier should be issued first. It normally happens that as the new consignment comes the old pipes keep lying and ultimately get damaged due to corrosion.
- 42.12 The threads protectors of the pipes should be opened and grease applied on the threads and thread protectors, retightened after every 6 months (once before monsoon).
- 42.13 Proper sign boards covering all details of tubular stacked at one place should be provided
- 42.14 The pipes should invariable be handled with the help of crane and never the pipes should be thrown over one and another. This cause dents in the

pipes, which ultimately results in discarding of the pipes. Sling should be put near the ends of pipes and crane hook in the centre of the sling. Utmost care has to be exercised by the Crane Operator/Staff deputed for this job so that pipes do not get damaged while loading the same on the pole carriers/ trailers.

- 42.15 In case the pipes are lying in one particular stack for more than a year the rows of the pipes should be turned up and down, i.e. the lower most should be brought up and the upper most rows should be taken down.
- 42.16 Pipes should be colour coded to different grades and different thickness. The colours used should be of good quality so that it does not get wiped off during long storage & handling. The standard colours coding is indicated below to ensure uniformity in painting colours at all the Projects.
- 42.17 So as to avoid the pipes from corrosive and rust the used/burnt oil will be applied on the body of the tubular.
- 42.18 All pipes should be marked serially and measured and tally kept in stores and stenciled or painted on the pipe in meters. At the time of issue for each well, tally should also be sent to the well for counter check. When excess pipes are returned, their serial number can be changed.
- 42.19 The rejected and unserviceable pipes should be condemned and sent out of stores for use elsewhere. If they are not needed anywhere, they should be kept in scrap yards.
- 42.20 Tubular are to be issued from one coil/roll until it is exhausted

#### **43.0 COLOUR CODIFICATION OF THE TUBINGS AND CASINGS:**

The standard Colour Codification in case of API grade casing, tubing and drill pipes adopted by the manufacturers is indicated below for information and guidance of all concerned: -

- 43.1.a.42.1A paint band encircling the pipe at a distance not greater than 2 ft. (0.61m) from the coupling or box.
- 43.1.a.42.2A paint band or bands encircling the centre of the coupling.
- 43.1.a.42.3Paint entire outside surface of coupling.

The colours are as follows:

- |    |                  |   |
|----|------------------|---|
| 1. | GRADE C-75       | BLUE  |
| 2. | GRADE C-95 /R-95 | BROWN   |
| 3. | GRADE F-105      | WHITE   |
| 4. | GRADE P-110      | WHITE   |
| 5. | GRADE H-40       | No colour marking or black at the Manufacturer's option |
| 6. | GRADE J-55       | One bright green band                                   |
| 7. | GRADE K-55       | Tube bright green bands                                 |



8. GRADE N-80 One red band

Special clearance couplings are also painted the colours indicative of the steel grade from which the couplings are manufacturer and this is painted with a black band around the centre.

**44.0 TRANSPORTATION, HANDLING, AND STORAGE:**

API Tubular goods in general and threads in particular, are made with such precision that they require careful handling, and whether new, used, or reconditioned, they should always be handled with thread protectors in place.

44.1 TRANSPORTATION:

- a) **Water Transportation.** Pipe suppliers or their agents should provide proper supervision at the time of loading and unloading of water carriers to guard against improper or insufficient Dunnage, inadequate braking to prevent shifting during lurching of the ship, stowing pipe in or adjacent to bilge water, injurious chemicals or other corrosive material, dragging pipe along with pile and permitting couplings or thread protectors to hook together or strike the edge of hatch opening or bump against the ship rail.
- b) **Railroad Transportation,** when loading pipe on freight cars, in addition to I.C.C requirements, wooden stringers should be provided across the bottom of the car to provide suitable support for pipe and to allow space for lifting, and also to keep pipe away from dirt. If the bottom of the car is uneven, the stringers should be rigidly shimmed so that their tips will be in the same plane- Stringers should be tied down properly to keep it from shifting.
- c) **Truck transportation.** The following precautions should be taken for truck transportation.
  - c.1 Load pipe on boosters and tie down with suitable chain at the bolsters. In hauling long pipe, an additional chain should be provided in the middle.
  - c.2 Load pipe with all couplings on the same end of truck.
  - c.3 Care should be taken to prevent chafing of tool-joint shoulders on adjacent joints.
  - c.4 Do not overload truck to the point where there is any danger that load cannot be delivered to its destination without unloading.
  - c.5 After load has been hauled a short distance retighten load binding chains loosened as a result of the load setting.
  - c.6 Trailors carrying tubular should have proper heavy duty pipe /poles anchored properly on both side so that pipes do not roll out on its own in case support chains give way.
  - c.7 Wooden stringers or soft support to be provided for transporting Casing pipes with special grade/material like L-80, 13-Chrome alloy.

44.2 HANDLING

The following precautions should be observed in handling pipe.

- 44.2.a.1.1 ,Before unloading, make sure that the thread protectors are tightly in place. The use of a spreader-bar with a choker-align at each end is the recommended method of handling long pipe.
- 44.2.a.1.2 Avoid rough handling which might ding or dent the body of pipe. Out of roundness will reduce collapse strength greatly.
- 44.2.a.1.3 Do not unload pipe by dropping. Unload one, two, or three lengths at a time, depending upon the number that can be fully controlled. When unloading by hand use rope slings, when rolling down skids roll pipe parallel to the stack and do not allow pipe to gather momentum or to strike the ends because, even with protectors in place, there is danger of damaging the threads.
- 44.2.a.1.4 Stop each length before it reaches the proceeding length, and then push into place by hand.

#### 44.3 STORAGE

The following precautions are recommended for pipe storage.

- 44.3.a.1.1 Do not pile pipe directly on ground, rails, steel or concrete floors. The first tie of pipe should be no less than 18 in from the ground to keep moisture and dirt away from pipe.
- 44.3.a.1.2 Pipe should rest on supports properly spaced to prevent bending of the pipe or damage to the threads. The stringers should lie in the same plane and be reasonably levelled, and should be supported by piers adequate to carry the full stack load without setting.
- 44.3.a.1.3 Provide wooden strips as separators between successive layers of pipe so that no weight rests on the couplings. Use at least three spacing strips.
- 44.3.a.1.4 Place spacing strips at right angles to pipe and directly above the lower strips and supports to prevent bending of the pipe.
- 44.3.a.1.5 Stagger adjoining lengths of the coupling.
- 44.3.a.1.6 Block pipe by nailing 1 by 2 or 2 by 2 blocks at both ends of the spacing strips.
- 44.3.a.1.7 For purposes of safety, ease of inspection; and handling pipe should not be stacked higher than 10 ft. Pipes should not be stacked higher than five tiers at the rig.
- 44.3.a.1.8 Pipe in storage should be inspected periodically and protective coatings applied when necessary to arrest corrosion.

### 45 INSPECTION AND CLASSIFICATION OF USED CASING AND TUBING

Inspection standards and classification for used casing and tubing have been established and the procedures are outlined in this section.

- 45.1 **INSPECTION CAPABILITY:** Presently accepted methods of inspecting the body section of pipe are visual, mechanical gagging, electromagnetic, eddy current, ultrasonic and gamma ray. These

inspection techniques are limited to locating the cracks, pits, and other surface imperfections.

Service induced defects considered to be representative of defects associated with used pipe inspection are: Outside and inside corrosion damage, inside surface wire line (Longitude) depending upon the climatic conditions, the frequency of the application of burnt oil should be increased. Also the tubular should be treated with composition “rust preventive” or Paint PFU, bituminous black anti-corrosive. The threads of the pipes should also be treated with grease and protected carefully.

## **46. STORAGE AND PRESERVATION OF INDIGENOUS CEMENT**

### **46.1 General Instructions**

- 46.1.1 So as to prevent water/moisture to seep in, it will be ensured that there is no leakage anywhere in the storage go-down.
- 46.1.2 The bags should be stored on appropriate pallets to serve as Dunnage.
- 46.1.3 The stacks of cement bags should not in any case be higher than 14 bags.
- 46.1.4 The maximum width of a stack should not be more than three meters.
- 46.1.5 In case the stack is more than seven to eight bags high than the bags should be tie the piles together.
- 46.1.6 As far as possible the cement should not be stored for longer than three to six months.
- 46.1.7 Once the cement has been stacked properly, it would not be disturbed until it is to be used. However, in case the cement is to be stored beyond a period of three months, then the bags in stock should be rotated every three months.
- 46.1.8 The principle of “First comes First Out” should be followed strictly.
- 46.1.9 The go-downs must be checked fortnightly by an officer, not lower than the level of MMO, so as to ensure that there is no leakage in the go-down and that proper stacking of the bags has been done.
- 46.1.10 Record of stock rotation, when stocked for over three months, implementation of turnover and fortnightly check of go-downs by MMO as also inspection by their superior officers will be maintained. It will be put up to the visiting officer.

The defaulting storekeepers and supervisory officers will be liable to disciplinary action for non-compliance of above instructions.

## **47 STORAGE PRESERVATION OF CLASS ‘G’ CEMENT**

- 47.1 As is known the imported class “G” cement is quite costly as compared to indigenous oil well cement. There may be occasion when large

quantity of imported oil well cement might have to be stored at the projects for considerably long period before consumption.

47.2 All concerned are advised to ensure proper storage of the above category of cement and take following points into consideration for its preservation.

47.2.1.1.1.1 The maximum bags for stack should not exceed eight numbers.

47.2.1.1.1.2 The bags should be stacked over a wooden platform at least 6" to 8" above the floor.

47.2.1.1.1.3 The bags in stock should be rotated every three months.

47.2.1.1.1.4 There should be enough gaps between two rows for good ventilation and easy rotating of bags.

47.2.1.1.1.5 There should not be leakage anywhere in the storage godown to prevent water/moisture to seep in.

#### **48 PORTLAND/OIL WELL CEMENT AND MUD CHEMICALS**

These items are to be stored on appropriate pallets to serve as Dunnage. Also, the stacks of the cement should not, in any case, be higher than 14 bags. The maximum width of a stack should not be more than 10 feet. Further, if the stack is more than 7 to 8 bags high, the bags should be arranged in Header or Stretcher Fashion, i.e. alternately lengthwise so as to the piles together. Besides this, the cement, so far as possible, should not be stored longer than 3 months. Once the cement has been properly stacked, it should not be disturbed until it is to be used.

#### **49 HANDLING OF OWC**

It will be ensured that Pulverized or granular consignments during transportation are handled:

49.1.1.1.1 In palletised racks as far as possible.

49.1.1.1.2 Number of loadings and unloading is minimized as far as possible.

49.1.1.1.3 If handling is being done in unpalletised state, i.e. in paper bags directly, it is done under supervision of officer of ONGC who should certify undamaged loading /un-loading (as the case may be). In such cases, handling agent's liability must be strictly supervised at dispatching as well as receiving end.

49.1.1.1.4 Use of hooks in case of paper bags is avoided.

#### **50 STORAGE/UTILISATION OF CEMENT**

50.1 In case the cement is issued after its storage for over a period of six months, the indenter concerned will specifically be informed so as to enable him to get the same tested prior to actual utilization for quality constructions.

50.2 The indenter must invariably be informed if sweep cement is required to be issued so that it could be got tested for quality works.

- 50.3** The user Department should invariably get tested cement stored beyond six months/sweeping cement so that the cement which is unfit for a particular quality work like foundation can be utilized for other purposes like construction of compound wall etc.

## **51 PRESERVATION OF CHEMICALS**

### **GENERAL**

51.1.1 The general causes of deterioration of chemicals are:

(a) Heat (b) Light (Particularly direct sun light) (c) Air and (d) Moisture

51.1.2 Chemicals should, therefore, be stored in their original packages in cool and well-ventilated places. The containers of chemicals should be open for the minimum period necessary. The packs and containers of the chemicals should be examined (once in three months) for leakage due to loose stoppers or damaged containers.

### **51.2 TRANSPORTATION, HANDLING, AND STORAGE**

#### **ACIDS**

51.2.1.1.1 Rooms where acids are stored or used should be pucca and their floors should not be slippery and must be kept clean.

51.2.1.1.2 Bottles or carboys should be stored away from direct sunlight. If the bottles/carboys are full, about 5% of the contents should be removed to allow expansion.

51.2.1.1.3 Separate shelves or compartments should be provided for each type of acid. Nitric acid should be kept as far away as possible from sulphuric acid and hydrochloric acid.

51.2.1.1.4 Containers with acid should be safeguarded against mechanical injury and should be stored on a bed of dry sand about 5-7 cm thick.

51.2.1.1.5 Foreign material such as saw dust, cotton, paper or chips of wood must not be allowed to fall into the acid.

51.2.1.1.6 Acids should on no account be mixed.

51.2.1.1.7 Pails of clean water and neutralizing solutions (10-20% soda ash solution for neutralizing small quantities of acid on surface of containers or equipment, 10% solution of bicarbonate of soda for neutralizing acid on hands or other parts of body) should be placed in or near the store room.

51.2.1.1.8 Acids should be handled with great care to prevent spilling. If any acid is accidentally split it should promptly be washed down with the neutralizing solution and water.

#### **51.3 SULPHURIC ACID**

51.3.1.1.1 The addition of water to strong sulphuric acid develops heat. Water should never be added to sulphuric acid for diluting it but always acid should be added slowly to water.

51.3.1.1.2 Metal drums containing strong sulphuric acid must not be left open.

51.3.1.1.3 Metal drums containing strong sulphuric acid develop internal pressure (formation of gas) under tropical conditions of storage. Drums must be stored in a cool place preferably below 32°C. Body plugs of filled drums should be removed at weekly intervals to relieve internal pressure and their refitted. During hot weather the drums should be vented twice a week.

51.3.1.1.4 Workmen wearing goggles rubber boots, rubber gloves and rubber aprons should handle the drums. Naked flame of any kind should not be permitted on or near the drum. The drums should never be struck with tool or hard object as the resulting sparks may ignite the gases in the drum.

#### 51.4 CHLOROSULPHONIC ACID AND TITANIUM TETRACHLORIDE:

51.4.1 Chlorosulphonic acid and Titanium Tetrachloride liquids are of a corrosive and dangerous nature. They may be stored indefinitely under conditions similar to those used for the storage of strong sulphuric acid. The drums should be kept in a dry cool place, but not on wooden floors, and away from any material likely to be damaged by a possible escape of the corrosive chemicals.

51.4.2 Drums should be stored with the bungs uppermost and in such a way that any drum is easily accessible. Great care should be taken to avoid rough usage of the drums.

51.4.3 Pressure is occasionally developed and the operator should stand clear of any spray that might be emitted by the release of pressure on opening a drum. Leakage is shown by fuming near the faulty spot, if at the bung, this may be tightened or new washer fitted. Asbestos string, smeared with Vaseline, is used as a washer.

51.4.4 If a small leak develop in a drum (generally in the side seams) the drum should be turned so as to bring the faulty place uppermost and any liquid on the outside of the drum should be removed by dry service "Mops" (Care being taken to keep the acid off the hands). Any faulty drums or barrels should be decanted into sound drums as soon as possible.

51.4.5 In order to avoid the screwed plugs or caps of chlorosulphonic acid and titanium tetrachloride drums becoming seized up they shall be coated with grease graphite as soon as drums become empty.

#### 51.5 ALKALIES:

51.5.1.1.1 Ammonia liquor bottles must be well cooled with water (preferably iced water) before opening and should be opened with the mouth of the bottle directed away from all persons.

51.5.1.1.2 Alkalis should be stored as far away from acids, as is possible, preferably in separate rooms.

51.5.1.1.3 As caustic soda and caustic potash absorb moisture from the air their containers should always be closed airtight.

#### 51.6 PHOTOGRAPHIC CHEMICALS:

51.6.1.1.1 Chemicals like metal hydroquinone and silver and iron compounds used as photographic chemicals should be stored away from light in dark blue or deep amber coloured bottles, stopper and sealed with paraffin wax.

51.6.1.1.2 Deadly poisons such as potassium cyanide, mercuric chloride and Lead sub acetate should be kept in properly sealed and prominently labelled bottles under lock and key. Personnel handling these chemicals should thoroughly wash their hands immediately after handling them.

#### 51.7 MISCELLANEOUS CHEMICALS:

Camphor and Naphthalene should not be stored near each other but in separate airtight boxes.

## 52 PRESERVATION OF RUBBERISED MATERIALS STORAGE

### 52.1 GENERAL

Rubber equipment is to be stored in a dry, well ventilated and shaded place away from other equipment. Ideal storage conditions are obtained by the provisions of self contained accommodation where the maximum temperature does not exceed 80 F. Where such accommodation cannot be provided, the area selected is to be curtained off to keep out the light.

### 53 PRECAUTIONS

Direct sunlight has deleterious effect upon rubber. So, too has ultra violet light and, for this reason rubber is never to be stored in the direct rays of the sun or where mercury-vapour lighting is installed. Where rubber is stored in metal containers, it is to be prevented from actual contact therewith. In storing articles made from rubber in conjunction with fabrics, care is to be taken to ensure that the fabric is not allowed to become damp, as this would cause rapid deterioration. No oil or grease is to be allowed to come into contact with any rubber equipment.

### 54 TREATMENT

Rubber equipment is to be treated with French chalk, while in storage, but care is to be taken to ensure that fine orifices, capillary tubes, etc. of equipment does not become blocked by excessive application of the chalk.

### 55 SPECIFIC FORMS

#### TUBING

As far as possible, rubber tubing is to be stored in straight lengths on shelves. When rubber tubing is coiled, the outside of each turn of the coil is in slight

tension and this can lead to “Exposure cracking” with consequent unserviceability.

#### SHEET

rubber sheet is to be stored flat, one sheet on another, with French chalk between each sheet so as to prevent sticking of the sheets, sheet which is supplied in rolls is to be unrolled and stored flat, one sheet upon another with identifying marks upper most. By this means any tension which existed in the material while in the roll form will be relieved and the danger of the material cracking or acquiring a permanent “Set” will be reduced.

#### SOLUTIONS AND COMPOUNDS

Rubber Solutions and self-Vulcanising Rubber Solutions are liable to rapid evaporation or hardening if exposed to the air. Care is, therefore, to be taken to ensure that the container caps are securely fixed and that the sealing washers, where fitted, are in good condition.

#### **56 INSPECTIONS:-**

Rubber or equipment containing rubber in Store is to be inspected periodically for signs of ageing or perishing. A manual examination will normally suffice to establish freedom from deterioration.

Wherever possible, e.g. in the case of rubber tubing or sheeting, the item should be examined under slight tension by stretching in order to expose surface cracks or other signs of deterioration.

#### **57 PACKING AND TRANSPORTATION:-**

As far as possible, rubber equipment which is being packed for transportation is to be treated similarly as for storage. It is to be packed out of tension and, as necessary, treated in accordance with Para above. No oily or greasy equipment is to be packed in with rubber equipment. Small items of rubber equipment are to be packed in with rubber equipment. Small items of rubber equipment are to be wrapped and placed in a carton or paper bag, if possible, before packing.

#### **58 STORAGE AND PRESERVATION OF RUBBER:-**

Rubber goods have a tendency to breakdown during storage. Proper conditions, however, will go a long way in prolonging their useful life. The usual precautions in storage include:-

58.1 The rubber articles should be thoroughly dealt with powdered French chalk or Soapstone. Rubber stores, such as rubber bellows, diaphragms and hinging materials should occasionally be wiped lightly with a 20% solution of pure glycerine in water. This delays the process of hardening of rubber.

58.2 The coolest store-room available should be utilized for the storage of rubber stores. The temperature in the store-room should be as low as possible but should not exceed 70 to 80 F. In order to maintain a low temperature and to give the necessary degree of humidity in dry weather, unless air conditioning exists, “Khas-Khas Tattis” will be fitted



over the doors of the store-room and will be continually kept wet during the day, the doors remaining open.

- 58.3 Store-room should be kept dark. Complete darkness is not necessary but strong light should not be allowed to fall on the rubber. Painting the windows, with a non-actinic colour or having windows obscured by dark curtains, or covering the racks with gunny or brown paper helps in this connection.
- 58.4 Provision of a very slight humid atmosphere which should, however, be consistent with avoidance of any mould growth.
- 58.5 Severe draughts should be avoided. However, adequate ventilation should be maintained, especially during monsoons, as measure against fungal attack of rubber stores and other susceptible materials like cotton, bags, wooden racks, poles or corrosion of exposed metal surfaces due to excessive humidity. Ventilation is also required to remove the volatile products of the ageing of rubber which are harmful.
- 58.6 Rubber stores should be stored away from electric generators, electric motors, switch gears and other such electrical equipments since they produce ozone in the vicinity of their atmosphere.
- 58.7 Contamination with vegetable and mineral oils, greases, organic solvents, acids and their fumes, alkalis, dust and grit should be prevented. Where greasy contamination occurs, this could be removed immediately with a little petrol, the article thoroughly wiped dry and subsequently dusted with French chalk.
- 58.8 Contact with copper and manganese, their alloys and compound should be avoided.
- 58.9 Rubber articles should be kept without any restraint or distortion as far as possible. Such articles as hoses should be stored either uncoiled or in loose coils in order to avoid sharp bends.
- 58.10 Recently Ink Marking Oxford Blue ISC No 105 has been introduced in service, which can be used for all rubber stores including tyres in stores. In the absence of this specific Ink, if a marking has to be made on the store, it should be made either on the wrapping as in the case of tyres or on a tag tied to the store. No other paint or ink is suitable for marking of rubber stores.
- 58.11 Rubber stores should generally be turned over quarterly and treated with French chalk, if necessary, at each turnover. In addition to this, checks of a percentage of stocks should be made occasionally during and soon after monsoon periods. Where large quantities of stores are involved and it is not possible to turn over the store a quarterly, the authorities of various stores.

## **59 RUBBER HOSE**

Following precautions should be taken during handling and storage of rubber hoses.

a) Rubber hoses should be dried immediately after use, preferably by hanging up in a tower, if available.

59.1.a.1.1 In case of new hose it should be ensured that there is no condensation of moisture inside. If any moisture is present the hose should be dried in the same manner as in sub para (a) above.

59.1.a.1.2 After drying out the hoses, little French chalk should be sprinkled inside and outside of the hose.

59.1.a.1.3 For transport the hoses should be loosely coiled and packed in boxes lined with water proof liners.

59.1.a.1.4 For storage, the hoses may be kept in boxes referred to in sub para (d) above or stored in loose coils or flat in racks. General storage conditions should be the same as for other rubber stores.

## **60 PRESERVATION OF METALS**

### **GENERAL**

#### **60.1 CORROSION**

Most metallic materials are subject to corrosion when stored under unsatisfactory conditions. Corrosion injures the metal by pitting or by inter-crystalline attack which often renders the material unserviceable. The harmful type of attack is almost invariably due to condensed or other moisture, with or without some more active agent.

#### **60.2 PRESERVATION**

The protective measures necessary for the satisfactory storage of metallic materials will vary according to the type of material, its form(e.g.) thin-walled steel tubes will require different treatment from that suitable for massive machines and the storage accommodation available. Before placing metallic materials in storage, any necessary preservation is to be applied and is to be re-applied if necessary when the materials are inspected and the preservative has been removed or damaged due to handling etc.

#### **60.3 RACKS AND STACKS**

60.4 Following are particular requirements of metallic materials.

60.4.a.1.1 Serious problems of corrosion arise where condensation of moisture takes place in the presence of stored metallic materials, particularly where there is contact between dissimilar metals or between metals and absorbent materials, e.g., brick work and wood work. It follows that stocks of steel are best stored in steel racks, etc. and that other metallic materials would best be held in racks, etc. of material similar to that being stored. This deal can seldom be directly achieved in practice, but painting of the racks etc. which provide the paint work if kept in good condition, will provide an effective alternative, and will be simple and practical measure.

60.4.a.1.2 Lengthy pieces are to be supported as necessary throughout the length to prevent undue sagging.

60.4.a.1.3 When stacking, particularly light sections, or thin walled tubing, care is to be taken to avoid any crushing due to the weight of the stack.

60.4.a.1.4 Metallic materials stored in cases are to be raised clear of the floor on battens.

#### **60.5 VENTILATION.**

In storage accommodation, where changes in temperature may lead to condensation of moisture, care is to be taken to arrange for free circulation of air around and through the stored material by proper storage.

#### 60.6 ARRANGEMENT.

Stocks are to be arranged in a manner facilitating their periodical inspection and systematic turnover.

### 61 SPECIFIC FORMS

#### 61.1 BARS, RODS, EXTRUSIONS AND TUBES.

Bars, etc. may be stored horizontally or vertically in racks as appropriate to the section and its length. Where racks, etc. are not available or where their use is impracticable, the materials may be stacked horizontally within the safe carrying-capacity of the floor. Such stocks should be raised clear of the floor on battens or suitable platforms, with each layer placed at right angles to its predecessor. Each stack is to contain material of one type only.

#### 61.2 SHEETS

Sheet metals other than aluminium and other light alloy, should be stored horizontally and clear off the floor on suitable wooden platforms, with sufficient thin wooden battens between sheets both to facilitate air circulation and to support the sheets, bearing in mind the requirements of para above.

#### 61.3 STRIPS, FOILS AND GAUZE.

Filmy strips, etc. are to be stored coiled on round wooden formers and suitably protected from mechanical damage. The more robust of these forms of materials may be stored tightly coiled without formers and on end.

#### 61.4 WIRE AND CABLE.

thickness less than 16 S.W.G. are to be stored properly coiled on spools or formers. For thicker gauges, winding on spools or former is desirable but not essential. When spools and formers are not used, wire and cable are to be stored properly coiled, avoiding any kinking or tangling.

### 62 INSPECTION

#### 62.1 GENERAL

It is necessary periodically to examine all stocks of metallic materials during storage to ensure:-

62.1.a.1.1 The maintenance of correct methods of storage detailed in the preceding paragraphs.

62.1.a.1.2 That identity, as laid down, is maintained, and

62.1.a.1.3 Freedom from damage and deterioration, and the maintenance of adequate protective measures.

#### 62.2 PERIODICITY

The frequency of inspection will depend upon the storage conditions and the nature of the material, but should be at least once a month.

## 63 CORROSION

The following descriptions of the commoner kinds of corrosion on metallic materials that may be met are for information:-

63.1.a.1.1 **ALLUMINIUM AND ITS ALLOYS** A normal initial corrosion product is a light "Bloom" which develops into a white powdery deposit. More advanced corrosion may lead to the formation of deep pits and blistering. Aluminium coated, pure aluminium and certain anti-corrosion aluminium alloys are intrinsically more resistant to corrosion than the high strength alloy materials.

63.1.a.1.2 **MAGNESIUM AND ITS ALLOY** magnesium products are usually protected by a chromate finish. The appearance of the material may vary from a smooth black to a golden sheen. Incipient corrosion is readily seen as a white powdery black to a golden sheen. Incipient corrosion is readily seen as a white powdery deposit which in favourable circumstances (i.e., bad storage conditions), rapidly spreads, giving rise to multi-colour corrosion products and deep pitting.

63.1.a.1.3 **COPPER BASED ALLOYS** corrosion takes the form of the well known verdigris, a blue-green corrosion product on heavy section. This may cause little trouble, but on foil, fine wire, and thin tubes the material is generally rendered useless.

63.1.a.1.4 **FERROUS MATERIALS** ferrous materials corrode by rusting. In certain circumstances the so-called "stainless" steel will rust, especially in marine atmospheres.

## 64 PROTECTION:

Where protective films are found to be damaged and, therefore, only partially effective, immediate action is to be taken towards their renewal.

## 65 PACKING AND TRANSPORTATION

### 65.1 GENERAL

Depending on their nature and the journey involved, metals are to be adequately and appropriately protected in accordance with the following paragraphs before dispatch. Ferrous and non-ferrous metals are to be packed in separate containers.

### 65.2 PRESERVATION AND WRAPPING

Where necessary, metallic materials should be suitably wrapped using, for example, paper, grease resisting etc.

### 65.3 RIGID AND OTHER ROBUST FERROUS BARS, RODS, ETC.

Where packing cases are considered to be unnecessary for the safe transit of these materials, they may, after any necessary preservation, etc. to be secured in bundles. Such bundles should be of reasonable size and weight.

### 65.4 SHEETS.

Sheets metals, other than black steel sheets, are to be prevented from contact with one another and consequent damage to surfaces by interleaving

and over-wrapping with suitable paper. They are then to be placed in cases, wood packing/crate and adequately blocked and cushioned as necessary in order to prevent movement within the case.

#### 65.5 STRIPS,FOIL,GAUZE,WIRE AND CABLE

Metallic materials in these forms are to be coiled, as prescribed in para 65.3 and 65.4 above, and secured as necessary in suitable containers.

## 66 PRESERATION OF TEXTILES AND CORDAGE STORAGE

### TEXTILES

- 66.1 If textiles remain in a damp condition, mildew and rot will quickly develop and they are, therefore, to be thoroughly dry before being placed in storage and are to be maintained in that condition. The storehouse is to be kept well ventilated. Textiles are to be stored clear of the floor and walls and so arranged as to permit free air circulation around the stored material.
- 66.2 Textiles which have been pressure-baled are to so remain until it becomes necessary to open the bale for the purpose of issue, inspection, or where pilferage is suspected. This method of storage economises space, protects the material against moisture and the colours from fading, and reduces the risk of attack by moth, etc. Once the stitching of the bale is cut, however, the tension is lost and, the contents are, therefore, to be withdrawn, thoroughly dried if necessary, aired, folded and placed individually into storage.
- 66.3 Woolens and silks are to be protected against moth by the use of liberal quantities of Naphthalene or other approved moth-deterrent inserted between the folds of the material.
- 66.4 The woodwork of storage racks, etc., is to be washed with a mixture of creosote and kerosene. Where available however, all metal storage racks, etc., should be used in preference to those made from wood.
- 66.5 Part-worn textiles are on no account to be stored with serviceable textiles until cleaned. Used woolen textiles that are being retained for subsequent issue are to be cleaned as soon as possible after receipt into store as such articles are particularly liable to attack by pests.
- 66.6 Leather cloth is to be kept in rolls and dusted with French chalk, to prevent sticking of the layers.
- 66.7 Cotton and linen fabrics are to be stored folded in cupboards or bins, the fronts of which are to be covered in order to exclude light.
- 66.8 Felt is particularly liable to absorption of moisture and attack by pest.
- 66.9 Textiles are at all times to be kept clear of acids, alkalis, rust, oil, water and other chemical substances which if contacted, would cause destruction of the fibers.

66.10 Baled textiles may be stored at Zonal Stores in bulk stacks built up on trestles. The layout of trestle storage is subject to the following limitations:-

66.10.1.1.1 A clear space of 36 inches is to be left between storage shed, outer walls and trestles.

66.10.1.1.2 There is no set limit to the length of each stack provided that :-

66.10.1.1.2.1 The width of each stack does not exceed 30 feet.

66.10.1.1.2.2 Gangways between stacks are of sufficient width to accommodate the mechanical/ manual handling equipment in use.

66.10.1.1.3 The top of each stack is to be not less than 2 ft. 6 ins, from lighting or other electrical installations.

## **67 CORDAGE**

67.1 Bins or racks used for the storage of cordage are to be with shelves to permit free ventilation. Rope is to be kept in coils and cord in hanks. Heavy rope is to be raised clear of the floor on raised platforms. Should ropes become wet they are to be dried naturally, as soon as possible. Too much heat will cause the rope fibres to become brittle. If drying is delayed, rot will set in. Frequently rot starts from the inside of the rope and cannot be detected by external examination. Wet rope, or rope infested with rot is on no account to be mixed in the store with rope which is in a satisfactory condition. Coils of rope are to be turned over periodically.

67.2 Cordage is at all times to be kept clear of acids, alkalis, rust, and other chemical substances which, if contacted, would cause destruction of the fibres.

67.3 The ends of rope are to be whipped with cord so as to prevent fraying and separation of the strands and before lengths are cut the rope is to be whipped either side of the cutting mark.

## **68 INSPECTION**

68.1 Textiles and cordage are to be inspected at least once in two months.

68.2 In addition to the inspection referred to above patrol examination of stocks is to be conducted at likely intervals to check general storage conditions and detect any signs of incipient deteriorations.

68.3 If stored damp, textiles are liable to spontaneous combustion and during inspection the hand must be inserted into the stacks to ascertain if there is any undue heat present. If heat is detected the stack is to be immediately dismantled and the articles thoroughly dried.

68.4 Textiles in store are to be opened out, inspected and aired as necessary. The examination of woolen textiles in bales should not be carried out in summer unless strictly necessary, owing to the greater risk of infestation during that season. The bales should not be opened

unnecessarily since the contents are thereby rendered more accessible to pests.

- 68.5 Special attention is to be given to detecting any signs of mould growth, fungal attack or other infestation, which if not promptly controlled, may rapidly spread to abject stock, if infestation becomes apparent, affected articles (unless they have been rendered useless) are to be subjected to the treatment prescribed for that infestation. After the appropriate treatment and when the infestation is effectively controlled the articles are to be wrapped in suitable paper, the articles having been protected as in para 68.3 above.

## **69 PACKING AND TRANSPORTATION**

### **69.1 TEXTILE**

69.1.1 The contents are to be protected against damage resulting from the entry of insects, moisture, grease etc, with naphthalene and by enclosure in paper, packing and Hessian. Tensional steel strapping is to be applied where available, and "ears" are to be left at the corners of the bale so as to facilitate handling.

69.1.2 Textiles are not to be packed in contact with any of the substances mentioned in para 9 above.

### **69.2 CORDAGE**

69.2.1 Cordage may be sent loose when carried by road transport, but it is to be packed in cases, wood packing, when forwarded by rail except very heavy cordage, such as the large sizes of coir cordage, that do not require any protection in transit, Cordage that is not packed for transportation is to be securely bound with sting cord to prevent it uncoiling.

69.2.2 Cordage is not to be packed in contact with any of the substances mentioned in para above.

## **70 PRESERVATION OF AIR TUBE CLUTCHES**

It has been observed that the Air Tube Clutches are not being handled and preserved properly thus resulting into their premature failure. With a view to ensure their proper working the following guidelines may please be followed to all concerned.

- 70.1 The Air Tube clutches should be issued only in the crates in which the manufacturers supply these.
- 70.1.1.1.1 The manufacturers should be asked to pack the Acts by suitable fixing on them M.S. Round or other rigidly secure the rims on both the sides.
- 70.1.1.1.2 There should be a regular turnover of the A.T.Cs and issues should be made on first in first out basis.
- 70.1.1.1.3 Existing instructions for preservation of rubberised goods should be strictly followed.



## **71 PRESERVATION OF COMPRESSED GAS CYLINDERS**

### **71.1 SAFETY IN USE OF COMPRESSED GAS CYLINDERS**

#### **71.2 COLOUR CONSCIOUS:**

71.2.1 Colour consciousness is a “Must” in dealing with industrial gas cylinders.

71.2.2 Gas cylinders are painted in different colours according to the contained gases so that their visual identification is easy. These colours, however, get abraded; obliterated or blurred by rough handling and frequent use and like the elite female, often need a surface lift. It often happens that while delivering refilled cylinders, suppliers care must meticulously adhere to the colours code. Extra therefore, necessary in identifying the contents of such cylinders.

#### **71.3 IDENTIFICATION- COLOUR CODE**

71.3.2.1.1 The statutory regulations regarding the colour code is to be observed by suppliers of compressed gas cylinders.

71.3.2.1.2 It is found that in case of oxygen gas more than six different sizes, ranging from 3 to 8 cubic meters are supplied to users, depending on their availability. In the case of acetylene gas, as many as eleven sizes are in circulation. Nevertheless, the ground colours of the cylinder body are and statutorily **MUST BE** the same for each kind of gas.

71.3.2.1.3 Paper labels or tags are pasted or attached to the cylinders by suppliers to help identify of the contents, but these very often get lost, torn or mutilated during transportation and handling. In such cases the only reliable means left for identification of contents is the ground colours of the cylinder.

#### **71.4 USE OF WRONG GAS**

Use of a gas cylinder for any specific operation without its correct identification is an unsafe practice. Instances have occurred in the past wherein compressed oxygen was used in place of compressed air for starting a diesel-engine generating set in a factory and this resulted in multiple bone fracture injuries to attendants and serious damage to the engine-set putting it out of commission over a long period. In one instance, (in a foreign country) Oxygen was used in inflating the tyres of a passenger airplane with disastrous results. (It is not difficult to imagine that the results of the mishap that could be caused by using a wrong gas in a chemical process will be catastrophic).

## 71.5 PRECAUTIONS FOR FRESH RECEIPTS AND USE OF GAS CYLINDERS

The bulk of gas cylinders are supplied to factories by road transport. The supervisor concerned while receiving the gas cylinders ought to take the necessary precautions such as: -

71.5.2.1.1 Before unloading, identify the cylinders by their colours as per the standard colour codes or labels.

71.5.2.1.2 In case the consignment does not conform to the requirement (as per the colour code), refer the matter to the Manager to decide whether the consignment should be accepted or returned to suppliers.

71.5.2.1.3 In case it is decided to accept the consignment, cylinders should be unloaded carefully taking precautions mentioned under "Unloading of Cylinder"(reference next paragraph). In such cases the Manager should bring to the notice of the suppliers the fact that the cylinders did not conform to the colour code.

71.5.2.1.4 Each cylinder as received from suppliers should be complete with its valve cap which is provided as a protection to the spindle valve assembly, or hand wheel in the case of some LPG Cylinders. If the cylinders are received without caps, bring this to the notice of the suppliers and ask them to arrange for provision of the missing caps.

71.5.2.1.5 Before issuing any cylinders for process work, have its contents identified in case of doubt with the help of laboratory staff and get each cylinder clearly labelled or marked.

71.5.2.1.6 In case of doubt regarding the identity of the gas **DO NOT ISSUE** it for process work until it is properly identified.

71.5.2.1.7 Ensure that empties are returned back to the filling factories expeditiously.

## 71.6 UNLOADING OF CYLINDERS

Cylinders must be handled with care. They should not be dropped or allowed to strike against each other. Gas cylinders furnish a common example of the saying "Familiarity breeds contempt". It is only a disaster, possibly with loss of life or limb that brings home to everybody the fact that a charged or even an apparently empty cylinder is a dangerous thing.

To ensure safety, the following method of unloading gas cylinders from road vehicles or railway wagons is recommended.

71.6.2.1.1 Wherever possible unload directly on a raised platform by rolling over a coir mattress.

71.6.2.1.2 If a suitable raised platform is not available slide down each cylinder, over a heavily reinforced 15cm thick coir mattress of about 2m x 1m size, taking care that the bottom end touches the mattress first and then roll it easy over the mattress. The weakest part of a cylinder is its valve assembly fitted above its neck and extra care is necessary to ensure

that the valve is not subjected to rough handling or damage during unloading. **Do not drop** cylinders from a height.

71.6.2.1.3 Make sure that the cylinder lowered on the mattress is rolled away before the next one is slide down.

71.6.2.1.4 **DO NOT** uses a lifting magnet for loading or unloading any cylinder.

71.6.2.1.5 A fibre rope sling may be used to lift one cylinder-never more than one at a time, provided it is adequately strong and correctly adjusted to prevent slipping. Use of a chain sling is unsafe as it is very likely to slip over a cylinder.

71.6.2.1.6 If more than one cylinder has to be handled by a crane a properly designed cradle with proper suspension should be used.

71.6.2.1.7 From the unloading platform to the storehouse from Store House to the plant, the cylinder should be transported by means of a suitable handcart. Such a cart would be provided with a chain or belt (but not without a Chain) for securing the cylinder so that it cannot fall in case the handcart happens to pass over a bump.

71.6.2.1.8 Provision of suitable handcart is particularly recommended for transporting heavier cylinders containing acetylene, chlorine, ammonia, etc, contents of which are in a liquid or partly liquid state.

71.6.2.1.9 If a cylinder is to be transported over a short distance and suitable handcart or other carrying device is not available, it should be rolled over its bottom edge but never dragged.

## 71.7 HANDLING OF ACETYLENE CYLINDERS:

71.7.2.1.1 Handling of acetylene cylinders merits special attention. Acetylene cylinders contain a porous substance and a solvent (acetone) in which acetylene gas is dissolved. It is a highly flammable gas and in case it leaks, the acetylene air mixture is likely to explode if ignited by flame, heat or spark in the vicinity. Acetylene cylinders should be handled very carefully to prevent damage, which might lead to bursting of cylinder or leakage through the cylinder valve. They should not be hanged, jolted violently, dropped or thrown about. When being unloaded from a truck, the cylinder should be lowered gently.

71.7.2.1.2 In the work room a cylinder should be prevented from falling by being fixed to the wall by a bracket or a chain in such a way that it can be removed easily in case of fire-**DO NO KEEP** cylinders near doorways or passage ways so as to create an obstacle for smooth flow of men and materials.

71.7.2.1.3 When in uses an acetylene cylinder should be kept in an upright or nearly upright position so as to prevent acetone escaping with acetylene.

71.7.2.1.4 Always store full acetylene cylinders upright-never stack them horizontally.

71.7.2.1.5 A well-ventilated storeroom should be provided for handling and storage of cylinders. Empty cylinders should be stacked away from full cylinders. "FULL" or "EMPTY" notices should be displayed on each relevant stack.

#### 71.8 CARE IN STORAGE: -

71.8.2.1.1 When storing cylinders upright, to ensure that suitable brackets or stands properly secure them so that they will not fall. Do not place them against a wall or bench unsecured.

71.8.2.1.2 If cylinders are stacked horizontally, use proper checks or blocks at each end of stack to prevent their rolling. Place large size Cylinders at the bottom; do not stack more than four high.

71.8.2.1.3 Do not keep cylinders in a Battery Charger Room or in Oil Storage Room or in places where there is a likelihood of Oil, Acid or Corrosive Liquid Splashing due to any reason.

#### 71.9 PROPER STORAGE:

71.9.2.1.1 If cylinders are exposed to heat, the internal pressure will increase, which may give rise to unsafe conditions, particularly in the case of acetylene cylinders in which the internal pressures increase by about 5-1/2 lbs per sq. inch for every degree centigrade of temperature. The risk of explosion of an acetylene cylinder increases sharply with the pressure in the cylinder, the pressure increase being caused not only because acetylene is liberated from the solvent but also because of de-composition (known as dissociation) of the acetylene which makes it most liable to cause an explosion. Acetylene at pressures in excess of 27-sq/sq. inch may be caused to decompose by shock or heat.

71.9.2.1.2 Store cylinders well away from sources of heat such as Ovens, furnaces, Boilers, Incinerators, Heating apparatus etc. Also ensure that cylinders are not subjected to direct rays of the sun. Do not use tarpaulin or any other cover in direct contact with cylinder as a protection against the sun.

71.9.2.1.3 Always ensure that cylinders are protected from rusting or corrosive conditions. Do not place cylinders directly on wet soil. Use proper Dunnage.

#### 71.10 CARE IN HANDING

71.10.2.1.1 Oil or grease will ignite violently in the presence of oxygen and may even lead to explosion in case oxygen cylinders and regulator fitting should be kept away from all sources of contamination such as oil drums, storage batteries, paint drums, underneath a bench or machine bed, etc.

71.10.2.1.2 Do not keep oily or greasy cotton waste or rags or clothes on cylinder. It has been experienced that oily rags and cotton wastes have at times lead to spontaneous combustion which in the vicinity of oxygen cylinder can be disastrous.

- 71.10.2.1.3 Ensure that rat or dirt of any sort or oil does not enter regulator assemblies.
- 71.10.2.1.4 Do not lubricate cylinder valves.
- 71.10.2.1.5 Use only the standard keys for opening the valves and make sure that these are free of any oil or grease. Do not increase the leverage of keys or spanners and DO NOT MAKE any attempt to get gas from cylinders with broken valve spindles. Any of these actions may damage the cylinder valves and render the cylinder useless.
- 71.10.2.1.6 Do not use cylinders as rollers, work supports or jacks.
- 71.10.2.1.7 The recommended method of lifting a cylinder is the use of fibre rope slings in preference to the metal chains. Cylinders must not be lifted with magnets.
- 71.10.2.1.8 Cylinders should not be loaded loosely in a vehicle failing which they will come to violent contact and be subjected to jolting and damage during vehicle movement.
- 71.10.2.1.9 Never allow cylinders to come in contact with electrical apparatus of live wires.
- 71.10.2.1.10 Keep cylinders away from sparks, flames, or slag from welding and cutting operations.
- 71.10.2.1.11 Cylinders that have become damaged in transit or in the course of being used in the plant or for any other course should be handled in the same manner as leaking cylinders.

## 71.11 CARE IN THE USE OF FITTINGS

- 71.11.2.1.1 To prevent the interchange of fittings between cylinders of combustible and non-combustible gases, the valve outlets have left hand and right hand screw threads respectively. Thus, a built-in-safety is provided in valve assembly design. Cylinders containing oxygen, nitrogen, compressed air, carbon dioxide and other non-combustible gases have the conventional right hand threads at Their spindle valve outlets. Whereas cylinders containing combustible gases such as Acetylene, Hydrogen, Propane, Bur Shane, Coal Gas, etc. have left hand threads, at the spindle value outlet.
- 71.11.2.1.2 Here it is pointed out that for all types of gases combustible and non-combustible, the main spindle valve (hand wheel in the case of some LPG Cylinders) which controls gas supply from cylinders to regulator is always a conventional design, i.e. the gas supply is shut when the key is turned clockwise. This is to avoid combustion when gas supply is required to be closed down in an emergency. It is only at the outlet and of the main valve that the screw threads are differently designed so as to prevent the regulator assemblies of combustible gases being used on non-combustible gas cylinders.

71.11.2.1.3 If decomposition starts in a combustible gas cylinder, the flame, if any should be extinguished and the valve closed. If part of the cylinder becomes hotter, the valve must be kept closed and the cylinder must be removed to an area where no one will be injured should it explode. To cool it down, jets of water should be placed on to it, even for hours if required.

71.11.2.1.4 Do not attempt to use regulator assembly on a cylinder for which it is not designed. Hydrogen, acetylene and propane regulators are fitted with left hand threads of the same size but Acetylene regulators should not be assembled on Hydrogen cylinders, which are filled, to a much higher pressure than is suitable (or safe) for acetylene or propane.

71.11.2.1.5 Under no circumstances should a cylinder used for storing one type of gas be used for storing another type. This is of particular importance with such gases as oxygen on the one hand and hydrogen or acetylene on the other. Mixing up the gases would produce a serious explosive risk.

## 71.12 TRANSPORTATION

A few common type of trucks used for transportation of cylinders are shown below.

71.12.2.1.1 A light truck is useful in changing Manifold cylinders.

71.12.2.1.2 Unloading cylinders is easier with balanced cradle.

71.12.2.1.3 Two-man carrier is particularly useful over rough places.

## 71.13 LEAKING CYLINDERS

Leaking Cylinders should be reported to the Safety Department who will take immediate action to dispose them, In case of small laboratory-size-cylinders of corrosive or poisonous gases, leaking cylinders should be placed under a hood that has the ventilation system running, until such time they can be disposed off.

## 71.14 REPORTING OF GAS CYLINDER ACCIDENTS

An accident caused in the use of gas cylinders involving loss of life or serious injury, has to be reported to the Chief Inspector of Explosives in accordance with the provisions of Gas Cylinder Rule 1940. This requirement is in addition to the similar requirements under the Factories Act and other concerned regulations, which are normally followed whenever a serious accident is caused.

## 71.15 GAS CYLINDERS-IMPORTANT ' DONT'S'

71.15.2.1.1.1.1 **DO NOT ISSUE** a cylinder to plant unless contents are clearly identified.

71.15.2.1.1.1.2 **DO NOT ISSUE** a gas cylinder in process unless contents are identified.

- 71.15.2.1.1.1.3 **DO NOT** Handle cylinders or valve assemblies with greasy hands or oily rags.
- 71.15.2.1.1.1.4 **DO NOT** Lubricate cylinder valve threads.
- 71.15.2.1.1.1.5 **DO NOT** use cylinders as rollers, work supports or jacks.
- 71.15.2.1.1.1.6 **DO NOT** stack cylinders near sources of heat or in direct sun.
- 71.15.2.1.1.1.7 **DO NOT** Lay cylinders direct on wet soil.
- 71.15.2.1.1.1.8 **DO NOT** place cylinders against wall or bench unsecured.
- 71.15.2.1.1.1.9 **DO NOT** Keep cylinders in battery charging room or in oil storeroom.
- 71.15.2.1.1.1.10 **DO NOT** Allow cylinders to come in contact with electrical apparatus or live wires.
- 71.15.2.1.1.1.11 **DO NOT** Allow empties to remain idle in the factory. Return them for refilling and reuse.

#### 71.16 Compressed Gas Listed In Order Of Hazard With Cylinder Pressure

Acetylene	250 PSI
Oxygen	2200 PSI
Hydrogen	1800 PSI
Chlorine	450 PSI
Ammonia	250 PSI
Nitrous Oxide	800 PSI
Sulphuric Dioxide	300 PSI
Nethyl Chloride	300 PSI
Propylene	300 PSI
Ethylene	1800 PSI
Nitrogen	1000 PSI
Carbon Dioxide	1 000 PSI

#### 71.17 STORAGE OF HAZARDOUS CHEMICALS

Ref Letter No. 33(2)-89 Genl./961-63 dt.9.3.90 from Directorate General of Mines & Safety.

Every container of a hazardous chemical shall be clearly labelled or marked to identify:

- 71.17.2.1.1 The contents of the container.
- 71.17.2.1.2 The name and address of the manufacturer or importer of the hazardous chemical.
- 71.17.2.1.3 The physical chemical data as per criteria.

## **72 EXPLOSIVE-STORAGE AND USE**

### **72 Regulation 48A-**

- 72.2 (a) Explosive shall be transported in suitable containers.
  - 72.2.2.1.1 No person other than a competent person specially trained and duly authorized in writing by the Manager for the purpose shall issue, handle, transport or use explosives.
  - 72.2.2.1.2 Explosive shall be issued only to competent person upon written requisition signed by installation manager.
  - 72.2.2.1.3 The preparation of charge, and charging and firing of explosives shall be done by the competent authority.
- 72.3 (b) Explosives shall be stored in a magazine in safe manner in the charge of a competent person and shall be checked for deterioration at regular intervals.
  - 72.3.2.1.1 The magazine at offshore installations shall be so located that it is not frequented by persons and shall be away from living accommodation. It shall be mounted in a manner such that in case of emergency the same can be quickly discharged in to the sea.
- 72.4 Explosive shall not be stored together with detonators or any primed explosive.
- 72.5 Deteriorated explosives shall not be used.
- 72.6 All explosives issued from a magazine shall be accounted for and unused explosives shall be returned to the same magazine on the completion of the operation for which they were drawn.
- 72.7 A written record of all issues, use, and return of each explosive shall be maintained in a bound paged book kept for the purpose and shall be signed and dated by the competent persons in-charge of the magazine and shall be countersigned by the installation manager.
- 72.8 Persons storing, transporting or otherwise handling explosives shall not smoke or carry open lights.
- 72.9 Measures shall be taken to protect persons from special problems of using explosives under water.
- 72.10 Precautions shall be taken to safeguard against dangers from stray electric currents.
- 72.11 The firing lines and detonators wire shall be kept short-circuited during charging operation. The connection between detonator and firing line shall be made just before firing.

### **73 PRECAUTIONS DURING LOADING AND UNLOADING OF PETROLEUM TANKER**

- 73.2.2.1.1.1 Every tanker while it is being loaded or un-loaded and until its valves have been shut and filling pipe and discharge faucets closed, shall be attended by a competent person authorized for the purpose.



- 73.2.2.1.1.1.2 Loading and unloading of tankers carrying petroleum shall be performed during day light hours.
- 73.2.2.1.1.1.3 Provided that when it is necessary to carry out such operations after day-light hours, these shall be performed with such precautions as may be specified in writing by the Manager or installations Manager.
- 73.2.2.1.1.1.4 In the loading and unloading area all pipe-lines, filling and delivery hoses or metal pipe, metallic loading arms, swivel joints, tanks, chassis of tankers shall be electrically continuous and be efficiently earthed.
- 73.2.2.1.1.1.5 No mechanically propelled tankers on land shall be loaded or unloaded until its engine has been stopped and battery isolated from the electrical circuit and electrically isolated. The engine shall not be re-started and the battery shall not be connected to the electrical circuit until all tanks, and valves have been securely closed.
- 73.2.2.1.1.1.6 Provided that where special conditions exist which make the compliance with the provision of this sub-regulation reasonably practicable, the Chief Inspector may by a general or special order in writing and subject to such conditions as he may specify in such order, grant relaxation from the aforesaid provision.
- 73.2.2.1.1.1.7 Adequate Fire-Fighting equipment shall be kept readily available during loading and unloading of tankers for immediate use.

## 74 STORAGE TANK

- 74.2.2.1 (c) Every tank for the storage of petroleum in bulk shall be constructed of iron and steel in accordance with the specification approved by the Chief Inspector through a general or special order in writing.
- 74.2.2.1.1 The tanks shall be erected on firm foundations or supports of non-combustible material in accordance with sound engineering practice.
- 74.2.2.1.2 The height of a storage tank shall not exceed one and a half time its diameter or twelve meters whichever is less.
- Explanation**– For the purpose of this sub-regulation the height of a tank shall be the height from its bottom to top curb angles.
- 74.2.2.1.3 An air space of not less than 5 percent of the total capacity of the tank or the space prescribed in the specification referred to sub-regulations (1) (a), whichever is less, shall be kept in each tank
- 74.2.2.2 (d) Every tank after being installed or re-installed and before being put in use shall be pressure tested by a competent person so as to ensure that it is free from any leakage and is suitable for storage of petroleum.

74.2.2.2.1 (A report of such test shall be maintained in a bound paged book kept for the purpose and signed and dated by the person making the test.

74.2.2.3 (e) Every tank installed above ground having capacity in excess of 1000 cubic meters shall be separately enclosed with a dyke or bound constructed above the ground level with an enclosure volume not less than the capacity of such tank.

74.2.2.3.1 All enclosures mentioned in clause (a) shall be provided with proper discharge system to prevent accumulation of Oil or Water in the enclosures.

74.2.2.4 (f) Every storage tank including its roof and all metal connections shall be electrically connected with the earth in an efficient manner.

74.2.2.4.1 The effectiveness of earthing shall be tested once in twelve months. The result of every such test shall be recorded in a bound-paged book kept for the purpose and shall be signed and dated by the person carrying out the test.

74.2.2.5 Every storage tank shall be protected against lightning by suitable lightning arrestors.

74.2.2.6 (g) No person shall enter or be permitted to enter a tank for cleaning or maintenance unless the tank has been examined by a competent person and found to be gas-free.

74.2.2.6.1 When it is necessary to enter into a tank which is not gas-free, persons who are required to enter the tank shall be provided with approved type of self contained breathing apparatus or a full face piece mask of approved type with a pressure supply of reparable air.

74.2.2.6.2 During the whole time that any work of cleaning or maintenance inside a tank is progress.

74.2.2.6.2.1 A competent person who is qualified to administer artificial respiration and first aid shall be present on the spot throughout and

74.2.2.6.2.2 Approved portable hand lamps shall be exclusively used in such work.

74.2.2.6.2.3 Adequate number of approved type self-contained breathing apparatus or full-face piece mask shall be kept available for use in emergency.

## **75 STORAGE AND PRESERVATION OF ELECTRONIC EQUIPMENT AND COMPONENTS**

### **75 Causes of deterioration**

75.2 Shocks, hits, vibrations and compression can cause wearing of Electronic equipments resulting in false readings, structural failures or fractures.

75.3 Extreme temperatures and humidity can cause the sub-components to lose their natural properties and thus the equipment may dysfunction.

75.4 The electronic equipment shall be saved from dust and sand.

## **76 Precautions to be taken during storage and use**

76.2 Mechanical damaging factors shall be eliminated by handling them carefully and providing suitable packing while moving. Necessary marking on boxes/cartons i.e. "Handle with care-Electronic Instruments", "Save from Rains and Sunlight", "Keep the box upright" with necessary arrow marking etc. can help to reduce handling damages.

76.3 Temperature should be maintained as specified for instrument for operation and storage by use of air- conditioned room.

76.4 Equipment are sealed in dry, clean and dust free atmosphere.

76.5 Periodical warming and cleaning of equipment is desirable.

76.6 Exposure to ultraviolet radiation of high intensity help in retarding fungus growth

76.7 The equipment should invariably be stored under covered accommodation.

## **77 STORAGE AND PRESERVATION OF MEDICINES**

### **77 Causes of deterioration**

Chemical incompatibility, acidity, hydrolysis, trace element, metals, atmospheric conditions light and heat can affect medicinal substances in such a manner as to vitiate or nullify their therapeutic usefulness.

As the medicines are "perishable items" (with limited shelf life) therefore their care and storage is of vital importance

### **78 Precautions to be taken during storage and use**

78.2 Medicines should be stored in cool and dark place as the drugs are liable to undergo chemical deterioration as a result of high temperature and exposure to air, moisture and light.

78.3 Short life drugs, serum and vaccines lose their potency after the prescribed period. It shall therefore be ensured that they are consumed / issued within their life period.

78.4 While buying the medicines it shall be advised to the supplier that on date of supplies, medicines shall have minimum of 80% of their shelf life so as to minimize losses attributed to shelf life.

78.5 The important groups of medicines like injections, vaccines, and sera etc. should periodically be examined.

78.6 On the basis of deterioration due to high temperature, the storage shall be classified in following two groups:

- 78.6.2.1.1 Medicines requiring storage at temperature below 10 degree C- example sera, anti-toxins, vaccines, antigens, penicillin, blood and plasma. These medicines shall be stored in a refrigerator.
- 78.6.2.1.2 Medicines requiring storage between 10 degree C to 26 degree C. Example Hydrogen Peroxide, ointments and liniments, tonic acids, essential oils and Ergot and its preparations. Such conditions can be provided by installing air conditioner when such facilities do not exist storage shall be at dark place.
- 78.7 The container should be kept well closed, air tight and in good condition
- 78.8 Care in transportation, collection and distribution is of utmost importance, particularly in warm climate as any deterioration resulting from undue exposure to heat cannot be restored by subsequent cool/cold storage.

## **79 PRESERVATION OF TIMBER**

### **79 STORAGE**

#### **79.2 GENERAL**

- 79.2.2 Timber is to be protected from sun, rain, etc and is to be stored under cover in an "Open" type shed in preference to a "Closed" one as the former permits better ventilation. The shed, however, is to be constructed that protection against driving rain, etc is afforded.
- 79.2.3 Stored timber is to be raised at least 9 in off the floor or ground on sleepers which have previously been treated with creosote and solidly laid and spaced from 2 to 4 ft apart, according to the thickness of the creosote. Clean wooden battens are to be placed on the sleepers so as to prevent any creosote from coming into contact with the stored timber.
- 79.2.4 Timber in storage is to be arranged in stacks by either of the following methods whichever is the most convenient:-
- 79.2.4.1.1 **THE 'STICK' METHOD** planks are to be laterally separated at least 1/2 in, from each other, and "Sticks" (Strips of about 1 in square) of even thickness are to be laid across and between each layer so as to allow free air circulation. The "Sticks" are to be positioned directly above the foundation sleepers so as to form "vertical" lines of Sticks, each line having a foundation sleeper at its base. The correct positioning of "Sticks" in the stack is most important since, otherwise, bending and warping of the stored timber is likely to occur. The "Stick" used are to be dry and free from fungus rot and disease, and they are to be clean so as to avoid any staining of the stored timber, as stains, particularly on hard woods, are very often difficult to remove.

79.2.4.1.2 **THE ‘CABINET METHOD’** ‘Sticks’ are not used in the “Cabinet” method of storing timber. Planks are to be laterally separated from each other to an extent dependent upon their width and consistent with the stability of the stack, and planks in each alternate layer are to be placed over the spaces in the layer below. The “Cabinet” method is only practicable where the timber is of sufficient width to provide self-support, and the “Stick” method, described in sub Para 4 (a) above, is normally the method to be preferred. The “Cabinet” method however, is economical in that “Stick” are dispensed with.

79.2.5 When stacked in the open the upper layers of stacks are to be progressively reduced in width so as to form a sloping roof which, when covered with tarpaulins, etc, diverts rainfall etc, from the stack. Coverings, however, are to be arranged so that free air circulation is possible throughout; an open air space should be left between the cover and that ground at the base of the stack.

79.2.6 Stacks of unseasoned timber are to be approximately 6 ft. wide and those of seasoned timber approximately 8 ft. wide. Heights of stacks are not to exceed their width, or other-wise they are likely to become unstable. Planks of similar thickness are to be stacked together and those of dissimilar length are to be “Sized” as far as possible, the planks in each layer being arranged in order of length so that the shortest planks are piled at one side of the stack and the longest at the other, one end of the stack being made even faced and perpendicular.

### 79.3 PLYWOOD AND OTHER LIMINATED BOARDS:

79.3.2 Play wood, etc, must be subject to damp and is always to be stored in a dry place.

79.3.3 Before plywood sheets, etc, are stacked for storage superficial dust is to be removed, as it is liable to absorb and retain moisture.

79.3.4 Moisture-proof cases containing plywood, etc, should not be opened until the contents are required to use. Any sheets remaining after issues have been made are to be kept in the case, the top of the case being covered with moisture-proof paper and weighted down. Plywood sheets, etc, other than those in moisture-proof cases are to be stacked flat on each other and supported off the floor on a strong, flat wooden base.

## 80 INSPECTION

80.2 , nevertheless, Stocks of timber are to be carefully inspected at regular intervals in order to detect signs of rot, decay, fungal attack or pest infestation. The inspection of unseasoned timber may be carried out at the same time as the timber is turned and re-stacked.

80.3 Seasoned hardwood timber stored in the open is to be inspected at least twice a year during the period of June to October in order to detect infestation by powder pest beetles.

80.4 Plywood is similarly to be inspected at regular intervals and any showing sign of mould, decay pest infestation is to be withdrawn at once from the stack.

80.5 In addition to this regular periodical inspection of stocks "Patrol" inspection of timber and plywood store-houses is to be carried out at intervals to check general storage conditions, and at the same time a visual examination of stocks chosen at random is to be made to detect any incipient deterioration.

## **81 PACKING AND TRANSPORTATION**

### **81.2 PLANKS**

Provided it is sufficiently robust, no packing other than securing in bundles with tensional steel strapping is necessary when timber in the form of planks is being prepared for transportation. Bundles should be made up of planks or pieces of even length and thickness wherever possible.

### **81.3 SHEETS**

Plywood and other sheet forms of timber are to be packed in crates for transportation or in cases of dispatch containers are used; they are to be clean and dry. Before commercial grade plywood is packed, it is to be ensured that any necessary treatment referred in para above has been satisfactorily applied.

## **82 PRESERVATION OF LEATHER MATERIALS**

### **82 General**

82.2 Leather is divided into the following two main groups both of which are purchased for use, either as raw material or in the form of equipment:-

82.2.2.1.1 **HEAVY LEATHER** As used for hydraulic washers, backing pieces, hose strips, straps, mill-bands and belting.

82.2.2.1.2 **LIGHT LEATHER** As used for aprons, gloves, and upholstery.

The method of tanning and treatment during manufacturer will vary according to the type of leather being produced. Types of heavy leather which are highly flexed in use, such as belting and harness leather are subjected to an additional process known as currying. To the expert, curried leather can be recognized by its appearance, flexibility and slightly- greasy feel.

### **83 STORAGE CONDITIONS:**

83.2 It is important that leather or equipment manufactured wholly or partly from leather is stored in a dry and well ventilated building. Leather should not be stored in a draught or exposed to strong light.

83.3 Bins and Racks are to be provided with canvas curtains and top covers to protect the leather from excessive light and dust.

## **84 MOULD GROWTH**

Leather is very prone to moulds and, if stored in damp or humid atmospheres, moulds will soon appear. If moulds develop they should be wiped or brushed off, and, provided the mould has not been allowed to develop to a serious degree, it will have had no appreciable effect on the serviceability of the leather. Further, mould growth is to be prevented by ensuring that storage conditions are in accordance with para 2.0 above.

## **85 DRYING**

If leather has been allowed to become wet, care should be taken to ensure that it is dried slowly, no accelerate means of drying are to be adopted.

## **86 PRESERVATION**

86.2 If stored under reasonable conditions, leather will remain in prime condition for many years and rot-proofing or preservative treatment additional to the incorporated during manufacture is not normally necessary. If conditions of storage are unavoidably bad, some degree of preservation may be desirable but only on certain classes of leather. In no circumstances is oil or grease to be applied to the following types of leather:

86.2.2.1.1 glove :

86.2.2.1.2 Chamois ; or

86.2.2.1.3 upholstery hides

Heavy leather sheets should be turned over at least once in every six months of storage. The materials should on no account be stacked on to a concrete floor.

86.3 Metal parts of leather equipment are to be suitably protected.

86.4 Leather articles in which woolen textiles are incorporated are liable to damage by moth, etc. and wherever possible should be dusted or treated with moth preventive.

86.5 Soap yellow is the authorized preservation, where it is important to maintain the stiffness or rigidity of the shape of the store e.g. blocked leather items and articles made from uncurried vegetable tanned leather. The soap is applied to the grain side of the leather to prevent cracking. Dubbin is the correct preserving for curried leather and articles made there from which have to be maintained in a self and pliable condition. An exception to the rule being leather accoutrements (personal leather equipments) which should invariably be preserved with soap yellow, even if made from curried leather.

86.6 All leather articles should be thoroughly cleaned prior to the application of the appropriate preservatives. Cleaning with a dry brush has found to be sufficient in most cases to remove dust, dirt and other adhering impurities. The leather should not be washed with soda or soaked in water nor dried before an open fire. After the leather has been thoroughly cleaned, the best method of applying preservatives is to work it into the leather by means of a rag sponge or by hand when the article is in a moist condition. The preservatives should be applied on

the correct surface of the leather. After the application of the preservatives the leather should be left aside for 2-3 days to allow the preservatives to be thoroughly absorbed. Then the stores are cleaned by wiping with a dry cloth before taken into use or storage.

## **87 INSPECTION**

Stocks are to be examined at least once every six months. For heavy leather this can conveniently be done when stocks are turned over in accordance with paragraph above. Any signs of mould are to be regarded as an indication that the storage conditions are unsuitable. In these circumstances the leather is to be cleaned and stored under the conditions prescribed in Para above.

## **88 PACKING AND TRANSPORTATION**

- 88.1 When packing leather equipment, damaged from moisture, oil and abrasion should be guarded against. As a general rule, leather equipment is to be wrapped in paper and packed in cases, wood packing, lined with a moisture and grease-resisting paper; Care is to be taken to ensure that the leather is not damaged by undue folding or deformation when packed. Belting, however, may be packed in rolls, and covered with grease resisting paper. Chamois skins may also be packed in rolls and protected against moisture and grease.

## **89 Public Procurement Policy for MSEs- Order 2012 (Refer circular No. 18/2014 and 19/2014)**

- 89.1 To verify the genuineness and validity of the certificate(s) issued by NSIC under its Single Point Registration Scheme, concerned dealing officer should check from the link "Verification of SPRS Certificate" existing on NSIC's website [www.nsic.co.in](http://www.nsic.co.in) wherein by entering GP registration number of the unit(s). In addition, the verification of SPRS certificate can also be done by visiting SPRS online website i.e. [www.nsicsonline.com](http://www.nsicsonline.com).
- 89.2 Reports to Govt. relating to Public procurement Policy for MSEs – Order 2012
- In accordance with the provisions of the Public Procurement Policy certain reports are to be submitted to the Govt, on regular basis. Suitable provision exists in the system to capture relevant data in respect of the POs/Contracts placed on MSEs. Dealing officer should ensure that while creating PO/Contract, the required field in the system under "Customer Data" tab at header level, is duly updated.