

Bidder to submit undertakings at para A, B and C below regarding banning/suspension duly signed and stamped on Bidder's/Firm's Letterhead.

A) UNDERTAKING ON ACCEPTANCE OF ONGC's 'Policy for Banning/provisional Suspension of Business dealings with erring Firms'

I _____, age ____ years Son/ Daughter of _____, resident of _____

do solemnly affirm and state as under:

1. That _____(Name of the Bidder/Firm) is desirous of submitting its bid against tender no _____dated _____for _____item / works (Name of tender).
2. That I _____is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder.
3. That _____(Name of the Bidder/Firm) has read, understood and accepts the ONGC's Policy for Banning/provisional Suspension of Business dealings with erring Firms as available at ONGC portals <https://tenders.ongc.co.in> and <https://ongcindia.com>.
4. That _____ (Name of the Bidder/Firm) hereby accepts the ONGC's Policy for Banning/provisional Suspension of Business dealings with erring Firms, without any demur, protest, reservations and agree to be bound by the said Policy.
5. That _____(Name of the Bidder/Firm) hereby agrees that in the event of Bidder/Firm is banned under the ONGC's Policy for Banning/provisional Suspension of Business dealings with erring Firms then in such case the banning order shall also be applicable upon its allied concern(s), partner(s) or associate(s) or director(s) or proprietor(s) involved in any capacity.

(Bidder/Authorized signatory of Bidder)

Seal:

Date:

Place:

B) UNDERTAKING ON CURRENTLY NOT SERVING ANY BANNING ORDER {S) ISSUED BY ONGC

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

1. That I _____ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder/Firm.

2. That _____ (Name of the Bidder/Firm) is desirous of submitting its bid against tender no _____ dated _____ for _____ item / works (Name of tender).

3. That _____ (Name of the Bidder/Firm) hereby undertakes as under:

I. That neither the Bidder/Firm itself, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving Banning order issued by ONGC debarring them from carrying on business dealings with ONGC.

II. That Bidder/Firm is not eligible to submit its bid in the tender of ONGC, directly or indirectly with any Joint Venture/Consortium/Partnership with any other bidder etc., which is currently serving Banning order of business dealings with ONGC.

4. I disclose the following allied concern(s), partner, or associate(s) or director (s) or proprietor(s) involved in any capacity in terms of the definition of allied Firms given in "Policy for Banning/provisional Suspension of Business dealings with erring Firms":

SN	Name	Address	PAN no. (If allotted)	GST no. (If allotted)	Vendor code in ONGC (If available)

(Bidder/Authorized signatory of Bidder)

Seal:

Date:

Place:

C) UNDERTAKING ON CURRENTLY NOT SERVING ANY SUSPENSION ORDER(S) ISSUED BY ONGC

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

1. That I _____ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder.

2. That _____ (Name of the Bidder/Firm) is desirous of submitting its bid against tender no _____ dated _____ for _____ item / works (Name of tender)

3. That _____ (Name of the Bidder/Firm) hereby undertakes as under:

i. That the Bidder/Firm is not currently serving Suspension order of business dealings with ONGC, pending enquiry of banning process business.

ii. Firm is not eligible to submit its bid in the tender of ONGC, directly or indirectly through any Joint Venture/Consortium/Partnership with any other bidder etc., which is currently serving Suspension order of business dealings with ONGC, pending enquiry of banning process.

(Bidder/Authorized signatory of Bidder)

Seal:

Date:

Place:

**PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS BID
SECURITY (FOR INDIAN BIDDERS)
BID BOND**

Ref. No.....

Insurance Surety Bond No.....

Dated.....

To,
Oil & Natural Gas Corporation Ltd.

Dear Sirs,

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

2. We (name of Indian Insurance Company) _____, registered under the laws of **India** having head/registered office at _____ and registered with **Insurance Regulatory and Development Authority of India(IRDAI)** (hereinafter referred to as "**the Insurer**") which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by ONGC, the amount of

Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) in aggregate at any time without any demur and recourse, and without ONGC having to substantiate the demand. Any such demand made by ONGC shall be conclusive and binding on the **Insurer** and the Insurer shall immediately remit the amount to ONGC in the manner provided at para 7 below irrespective of any dispute or difference raised by the Bidder.

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

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

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

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

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

(Concerned Work Center to specify following ONGC's account details of their Work Centre for for encashment of Insurance Surety Bond):

- 1) Beneficiary Account Name: Oil and Natural Gas Corporation Limited
- 2) Bank Name: State Bank of India
- 3) Bank Account Number: 10148485211
- 4) IFSC Code: SBIN0002676
- 5) Branch address: ONGC Shopping complex, ONGC Colony, Makarpura Road, Vadodara- 390009

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

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

In witness whereof, the **Insurer**, through its authorised officer, has set its hand and stamp on this Day of..... At.....

(Signature)

Full name, designation and official address (in legible letters) with **Insurer's** stamp.

Dated

Note:

- (i) This **Insurance Surety Bond**/all further communications relating to the **Insurance Surety Bond** should be forwarded to (Insert the address of the tender inviting work centre) only.
- (ii) **Insurance Surety Bond**, duly executed as per the above format, is to be enclosed with the offer.

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

1. The Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. The Insurance Surety Bond by Indian Bidders will be given on non- judicial stamp paper/e-stamp paper as per stamp duty applicable at the place where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the bidder. Insurance Surety Bond is not applicable for Foreign Bidders.
3. Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Bid Security/ Bid Bond in Indian Currency only.
4. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 45 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
5. The expiry of claim period as mentioned in clause 5 & 8 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.
6. A letter from the issuing Insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address (Office of Head (MM), WON Basin, Shed 18, Regional stores, ONGC, Makarpura road, Vadodara-390009) as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond.
7. Matter to be mentioned in covering letter to be submitted by vendor along with insurance surety bond

1	Insurance Surety Bond No	:					
2	Date of execution of Insurance Surety Bond	:					
3	Expiry date of Insurance Surety bond	:					
4	Expiry date of claim period of Insurance Surety						
5	Vendor Name / Vendor Code	:	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Name</td> <td></td> </tr> <tr> <td>Vendor Code</td> <td></td> </tr> </table>	Name		Vendor Code	
Name							
Vendor Code							
6	Insurance Surety Bond Amount	:					

7	Tender No	:	
8	Nature of Insurance Surety Bond	:	Earnest Money Deposit
9	Insurer Details		
		A	Insurer Name
		A	Address
		B	Email ID
		C	Phone No.

PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

(FOR INDIAN BIDDERS)

Ref. No _____
Insurance Surety Bond No _____
Dated _____

To,
ONGC

India

Dear Sirs,

1. In consideration of Oil & Natural Gas Corporation Limited, incorporated under the Companies Act, 1956, having its Registered Office at Deen Dayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070, India and one of its offices at _____ {hereinafter referred to as 'ONGC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a contract No. _____ dated _____ (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ONGC having agreed that the Contractor shall furnish to ONGC a performance guarantee (Unconditional Insurance Surety Bond) for Indian Rupees/US\$..... for the faithful performance of the entire contract.

2. We (name of Indian Insurance Company) registered under the laws of having head/registered office at and registered with Insurance Regulatory and Development Authority of India (IRDAI) hereinafter referred to as "the Insurer", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately first demand in writing (through email or registered post or speed post or courier) any / all moneys to the extent of indian Rs.---) (in figures) _____ (Indian Rupees) in words _____) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by ONGC on the Insurer by serving a written notice shall be conclusive

and binding, without any proof, on the Insurer as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee (Insurance Surety) herein contained shall be unconditional and irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee (Insurance Surety) shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the Insurer.

3. The Insurer also agrees that ONGC at its option shall be entitled to enforce this Guarantee (Unconditional Insurance Surety Bond) against the Insurer in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that ONGC may have in relation to the Contractor's liabilities.

4. The Insurer further agrees that ONGC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ONGC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of ONGC or any indulgence by ONGC to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

(Concerned Work Center to specify following ONGC's account details of their Work Centre for encashment of Insurance Surety Bond):

- 1) Beneficiary Account Name: Oil and Natural Gas Corporation Limited
- 2) Bank Name: State Bank of India
- 3) Bank Account Number: 10148485211
- 4) IFSC Code: SBIN0002676
- 5) Branch address: ONGC Shopping complex, ONGC Colony, Makarpura Road, Vadodara- 390009

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

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

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

.....
(Signature)

Full name, designation and official address (in legible letters) with Insurer's stamp.

Dated

Note: This Insurance Surety Bond/all further communications relating to the Insurance Surety Bond should be forwarded to (Insert the address of the tender inviting work center) only.

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

1. The Unconditional Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI).
2. The Insurance Surety Bond by Indian Bidders will be given on non-judicial stamp paper/franking receipt as per stamp duty applicable where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the Contractor. Insurance Surety Bond is not applicable for Foreign Bidders.
3. Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Performance Security/ Security Deposit in Indian Currency only.
4. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days (for Indian bidders) to the contract completion date, unless otherwise specified in the bidding documents.
5. The expiry of claim period as mentioned in clause 11 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.
6. A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond.
7. Matter to be mentioned in covering letter to be submitted by vendor along with insurance surety bond.

Insurance Surety Bond No	:	
Date of execution of Insurance Surety Bond	:	
Expiry date of Insurance Surety bond	:	

Expiry date of claim period of Insurance Surety	:		
Vendor Name/ Vendor Code	:	Name	
	:	Vendor Code	
Insurance Surety Bond Amount	:		
Tender No.	:		
Nature of Insurance Surety Bond	:	Earnest Money Deposit	
Insurer Details			
	A	Insurer Name	
	B	Address	
	C	Email ID	
	D	Phone No	

INSTRUCTIONS FOR FURNISHING E-BG

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

(i)	PAN	AAACO1598A
(ii)	Name	Oil and Natural Gas Corporation Limited
(iii)	Date of Incorporation	23.06.1993
(iv)	Email ID	ebg@ongc.co.in
(v)	Contact No.	7428133002
(vi)	Legal Constitution	Entity
(vii)	Registered office address	Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70
(viii)	Registered office address Pin code	110070
(ix)	Communication address	ONGC, Shared Service Center, 1 st Floor, IBM office, Sector 62, Noida- 201309, Uttar Pradesh
(x)	Communication Address Pin code	201309

Dear Vendors/Business Partner,

It gives us immense pleasure to announce that w.e.f. *14.12.2023* ONGC would process all vendor invoices for payment through its *Centralised Invoice Processing Centre, NOIDA, U.P*^{*}. Accordingly, it has inter-alia obtained a common TAN as *MRTO02470G*^{*} in order to ease the compliance of Income Tax-TDS.

We, therefore, request all our esteemed vendors to apply for fresh certificate/s for lower deduction/non-deduction of TDS u/s 195(2) or 197 under the New TAN *(MRTO02470G)*^{*} of ONGC.

Also, the *physical invoices* which are required to be submitted to ONGC on or after 14.12.2023, should be submitted at our new address as below:

ONGC Ltd, A-26, Mezzanine Floor, IBM Tower, Rani Ramgarh Road , Block-A, Industrial Area, Sector 62, NOIDA, Uttar Pradesh – 201309.

However digitally signed invoices may continue to be ingested through ONGC VIMS portal (<https://vims.ongc.co.in>) as being submitted currently.

We solicit your co-operation towards our new initiative for effective invoice processing system.

In case of any query write us: ongcvimhelp@ongc.co.in

Inconvenience caused is deeply regretted.

Regards,

Centralized Invoice Processing Team ONGC