

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	25-10-2022 15:00:00
<b>Bid Opening Date/Time</b>	25-10-2022 15:30:00
<b>Bid Offer Validity (From End Date)</b>	60 (Days)
<b>Ministry/State Name</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name</b>	Na
<b>Organisation Name</b>	Oil And Natural Gas Corporation Limited
<b>Office Name</b>	785704
<b>Total Quantity</b>	5
<b>Item Category</b>	CHEMICAL INJECTION SYSTEM (Q3)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes
<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Pre Dispatch
<b>Name of the Empanelled Inspection Agency/ Authority</b>	CONCERNED ONGC QUALITY ASSURANCE DEPARTMENT
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	1.00
EMD Amount	1260623

**ePBG Detail**

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	32

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

I/C F&amp;A

785704, NA, Oil and Natural Gas Corporation Limited, Ministry of Petroleum and Natural Gas  
(I/c Finance And Accounts)**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	Yes
-------------------------	-----

**MSE Purchase Preference**

MSE Purchase Preference	Yes
-------------------------	-----

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15%

(Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

### 3. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

## **CHEMICAL INJECTION SYSTEM ( 5 pieces )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
------------	-----------

### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Mukul Krishna Chiring Phukan	785704,ONGC, CINNAMARA, JORHAT	5	242

### Buyer Added Bid Specific Terms and Conditions

1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

3. **Generic**

Wherever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within AT THE EARLIEST days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

4. **Generic**

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST : 12%

Notification No.and date : 08/2022 dated 13/07/2022

5. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

6. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy

available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## 7. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

## 8. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of F & AO ONGC DVP payable at Jorhat.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 9. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Oil and Natural Gas Corporation Limited Account No. 10638563817 IFSC Code SBIN0000104 Bank Name STATE BANK OF INDIA Branch address MAIN BRANCH JORHAT.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

## 10. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of F & AO ONGC DVP payable at Jorhat. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 11. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Oil and Natural Gas Corporation Limited Account No. 10638563817 IFSC Code SBIN0000104 Bank Name STATE BANK OF INDIA Branch address MAIN BRANCH JORHAT. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

## 12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **Special Conditions of Contract (SCC)**

Name of Work: Supply, Installation & Commissioning of Skid Mounted Chemical Injection System for Jorhat Asset

## **1. Scope of Supply (Bid price to include all cost components):-**

This Scope of Supply covers the Supply, Installation & Commissioning and Supervision of Skid Mounted Chemical Injection System at Jorhat Asset. The scope of work will be inclusive of but not limited to the following:-

### **1.1. Scope of Contractor:-**

1. Supply of Skid Mounted Chemical Injection System as per Technical specification at ONGC Central stores Jorhat.
2. The Contractor shall provide drawing and Quality Assurance plan for manufacturing of Skid Mounted Chemical Injection System and other details for approval of ONGC.
3. Installation & Commissioning of Skid Mounted Chemical Injection System at ONGC Jorhat Locations/ sites by the contractor service engineer. Distance of site is from 50 Kms to 120 Kms from Jorhat Railway Station.
4. The Contractor shall provide drawing and other details for construction of level ground for Installation of Skid Mounted Chemical Injection System.
5. Supervision / witness / guidance of ONGC engineer during installation of Downhole equipment and wellhead.
6. All materials, resources like manpower, tools tackles, jigs & fixtures etc. required for installation / commissioning etc. of the total work (except which are in ONGC scope) are to be provided by contractor.
7. Boarding and lodging, transportation, kits & liveries etc. shall be arranged by the contractor for its employees, material or services. The Contractor shall provide all safety kits like helmet, safety shoes, cotton dresses, ear muff, cotton hand gloves, safety belts, safety goggles, rain coats etc. as per requirement.
8. The Contractor shall be required to comply all Safety Regulations as specified by ONGC.
9. The Contractor shall take all necessary measure to protect their work and workman against accident and occupational disease. They shall observe and comply with all governmental/ ONGC safety regulations as required.
10. The Contractor shall, at his own expense, arrange Workmen's Compensation / Employer's Liability Insurance policy to cover statutory liability of an employer for the workmen engaged under this contract.
11. The Contractor shall meet all liabilities incurred on account of accident arising out of and in the course of employment under the workmen's compensation Act 1923.
12. The Contractor shall meet all liabilities for Medical treatment of his employees for injury sustained in the course of employment or otherwise.
13. The Contractor shall obtain necessary Temporary ID Cards for his personnel for entry into ONGC work sites before commencement of work, after submitting detailed particulars of his personnel engaged including their name, address, father's name, passport size photo & Police verification report (if required) etc.
14. The Contractor shall be responsible for obtaining necessary approvals / permission etc. from various regulatory / state / central govt. authorities, related to execution of works under the scope of work (if any). ONGC's responsibility shall be limited to providing any recommendatory letters.
15. Any other works specified elsewhere in the bid document.
16. The bidding document contains complete details of requirement and every effort has been made to describe the work, nevertheless the adequacy of such details is not guaranteed.

### **1.2. Scope of ONGC:-**

1. ONGC shall provide level ground for Installation of Skid Mounted Chemical Injection System.
2. ONGC shall insure issue the gate passes to personnel visiting for Installation & Commissioning inspection/ supervision of the work after verification of their antecedents.
3. ONGC shall provide compressed air, water, electricity, lighting, crane etc. required during Installation & Commissioning/ Supervision of Skid Mounted Chemical Injection System.

**2. Contract Period:** Contract shall remain valid for a period of 18 months from the date of delivery of items at ONGC Stores.

### **3. Completion Schedule**

Delivery of Skid Mounted Chemical Injection System to be completed within 8 months from the date of GeM Contract.

### **4. Terms of Payments**

Terms of Payments shall be as per GeM. Payment of 70% of total price shall be done after successful delivery of items at ONGC Jorhat central Stores. Payment of balance 30% of total price shall be done after successful completion of Installation/commissioning/ Supervision at Site. Part delivery & part payment are acceptable.

5. Bid duration shall be 21 days.

6. Time allowed to vendors during seeking of clarifications is 5 days.

7. Item under procurement is not splittable.

8. Item is not reserved for MSE.

9. Design and Drawings:

Bidder shall submit the relevant Product Technical Catalogue (Latest version) along with model no. if any. Data Sheet with calculated dimensions along with drawing of the product(s) offered in the bid are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product technical specifications. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

### **10. For Supply portion:**

10.1 Successful bidder to submit Drawings and Quality Assurance Plan (QAP) for approval of ONGC within 1 month from the date of GeM Contract.

10.2 Pre-dispatch Inspection:

The inspection of the equipment shall be conducted by QAD of ONGC wherein each system shall be inspected at the firm's premises before dispatch. All requisite documentation including packing list, certificates, approved drawings, approved QAP etc. are to be submitted to respective inspectors in advance for enabling inspection.

10.3 ONGC shall provide Essentiality Certificate wherever it is applicable (PEL/ML). Successful bidder has to provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH.

10.4 The vendor shall provide the guarantee/warranty for a period of 12 months from the date of commissioning of Skid Mounted Chemical Injection System at site or 18 months from the date of delivery at ONGC Stores (consignee location) whichever is earlier towards workmanship and spares replacement. Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods.

10.5 Actual delivery is to be done at the following address.

ONGC Central Stores,

ONGC Cinnamara Complex,  
Cinnamara, Jorhat- 785704 (Assam)

10.6 After arrival of equipment at ultimate consignee's place, the physical inspection/ checking of the received consignment will be done by the representatives of Central Stores of ONGC for detecting transit damage/ loss of items etc. if any. Detailed Packing list (considered as actual supply quantity) shall clearly mention individual items in package and shall be the basis for physical inspection on receipt. In case, any physical damage is found, item (full or part) shall be rejected out rightly and same to be replaced/ repaired by the vendor at his risk & cost. Replacement or repair required shall be decided by ONGC.

10.7 The items to be insured by Supplier for losses, damages, breakages and shortages during transit at Supplier's cost. Insurance cover should be in the name of ONGC sent alongwith the other documents.

### **11. For Installation & Commissioning/ Supervision portion :**

#### **11.1 Mobilization & Mobilization Period:**

The Contractor shall mobilize and deploy the required manpower at ONGC site for during Installation & Commissioning within a maximum of 10 days from the date of intimation from ONGC. As installation and commissioning shall require deployment of workover rig, ONGC will be able to provide wells in staggered manner.

11.2 At certain locations, like Group Gathering Station or near well locations, the work may have to be carried out in restricted area / conditions, the contractor shall have to carry out such works without any extra payment as per instructions of IM/EIC ensuring and complying with all safety regulations and requirements. A flame arrester, attached to the equipment / vehicles run on petroleum, is mandatory in such circumstances.

11.3 The contractor shall strictly follow the safety practices/ rules and fire prevention practices of ONGC and all statutory requirements in this regard.

11.4 The employees / workers deputed by the contractor shall be medically fit, more than 18 years of age, fully competent to perform the work and shall pass good conduct and discipline.

11.5 The supervisors responsible for supervision shall have requisite experience (minimum 5 years) in line (plant maint. / safety/ turn around / repairs or manufacturing or inspection of chemical dosing system of Hydrocarbon or chemical industries).

11.6 The Engineer-in-Charge (EIC) shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set-forth in the contract documents. Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specifications therein. IM/EIC has the right to prohibit the use of men and any tools supplies, materials or equipment which in his opinion, do not produce work or perform meeting the requirements of the contract documents.

### **Technical Bid Evaluation Criteria**

Name of Work: Supply, Installation & Commissioning of Skid Mounted Chemical Injection System for Jorhat Asset

**A. Vital criteria for acceptance of bids:-**

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to ONGC within the date specified in the NIT and bid document. ONGC after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.

However, during evaluation of bids, ONGC may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.

**B. REJECTION CRITERIA**

**B.1 Technical rejection criteria**

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

**B.1.1** Bid should be complete in all aspects covering entire scope of job/ supply and should conform to the technical specifications indicated in the bid document, duly supported with technical catalogues/ literatures, wherever applicable. Incomplete and non-conforming bids will be rejected outright.

**B.1.2 Manufacturer's experience:-** In case bidder is a manufacturer of the offered equipment/item he should satisfy the following along with documentary evidence which should be enclosed along with the techno-commercial bid:

**B.1.2 (a)** Minimum 03 (Three) years of experience of manufacturing Skid Mounted Chemical Injection System of minimum 25 litre per hour (LPH) capacity comprising of atleast Electric chemical dosing pump, chemical storage tank and electrical panel.

[Documentary evidence of any date prior to 03 (Three) years to the date of opening of the techno-commercial bid is required.]

**B.1.2 (b)** Should have manufactured and supplied minimum of 01 no. of Skid Mounted Chemical Injection System of minimum 25 LPH capacity comprising of atleast Electric chemical dosing pump, chemical storage tank and electrical panel to companies which are in the business of exploration & production and/or refining and/or processing of hydrocarbons or chemicals during last 05 (Five) years.

[Documentary evidence of any date within 05 (Five) years to the date of opening of the techno-commercial bid is required.]

**B.1.2 (c)** Documentary evidence in respect of the clause B.1.2(a) & B.1.2 (b) should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as –(i) Satisfactory Inspection report (OR) (ii) Satisfactory supply completion / Installation report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

**B.1.2.1** In case the bidder is not a manufacturer, then the bidder is required to submit documentary evidence in respect of the above B.1.2 (a) & B.1.2 (b) of the concerned manufacturer (having supplied such items either by manufacturer himself or his distributor) as well as authorization letter from the manufacturer, along with the techno-commercial bid.

**B.1.2.2** Bidders, who have successfully executed development order for manufacturing Skid Mounted Chemical Injection System of minimum 25 LPH capacity comprising of atleast Electric chemical dosing pump, chemical storage tank and electrical panel placed by ONGC/OIL pursuant to successful field trial testing would be considered as established source of supply and in that case, documents for satisfying BEC Clause B.1.2 (a) and B.1.2 (b) are not required to be submitted. However, such bidders shall submit the certificate towards satisfactory execution of development order pursuant to successful field trial testing along with the techno-commercial bid.

For Development Order issued by ONGC after 02.12.2020, such certificate should have been issued by Head INDEG only.

**B.1.2.3 Applicable for bidders submitting their bid as Start-up:**

In case Start-up bidder has supplied any quantity of items as mentioned in BEC clause B.1.2. (b) to companies which are in the business of exploration & production and/or refining and/or processing of hydrocarbons or chemicals, as mentioned in BEC clause B.1.2(b), during the last 05 (Five) years, they will be considered meeting experience criteria as per BEC Clause B.1.2 (a) and B.1.2 (b).

For availing above relaxations, Start-ups are required to submit the following documents:

(i) Registration Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT), earlier known as Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce, certified by Start-up Director/Partner.

(ii) A declaration from the Directors/Partner of the start-up stating that bid is submitted by Start-up as Manufacturer of the quoted item and not as a trader/dealer/distributor.

**B.1.3** Bidders should have the required facilities for testing the quoted equipment/material as per International standards at their premises and also agree to inspection by ONGC or any other agency nominated by ONGC. In case the bidder is not the manufacturer, a certificate from the manufacturer to the effect that the manufacturer possesses the required facilities for testing the quoted equipment/ material should be enclosed along with the techno-commercial bid.

**B.1.4** (a) Bidder must furnish the following undertakings from the Original Equipment Manufacturer(s), alongwith his bid:

(i) The OEM shall provide the maintenance / service / calibration facilities in India, for all the equipments to be supplied under the contract, if awarded to him by ONGC.

(ii) The bidder shall indicate the source of their bought out items and also the names of the original equipment/materials manufacturer for the major components. The OEM shall guarantee the 'lifetime supply' (i.e. 10 years) of spares for all the equipments to be supplied under the contract, if awarded to him by ONGC.

(iii) The OEM undertakes to enter into Annual Maintenance Contract for 'lifetime' (10 years) for all the equipments to be supplied under the contract, if awarded to him by ONGC.

In case the OEM declines / fails to honour any of his above commitments, business dealings with such OEM shall be considered for banning from future business dealings.

1. Bidders are requested to submit their ONGC Vendor code along with the offer.

Bidders who do not have an ONGC vendor code are requested to apply for the same as without ONGC vendor code payment cannot be made.

Bidders are requested to create an ONGC vendor code by following the link

<https://etender.ongc.co.in/irj/portal>

Bidders to click on "New Bidder? Apply for Access Authorization" link & upload scanned copy of Certificate of Incorporation, PAN Card, GST, Udyog Aadhar/ Udyam Registration certificate as applicable, Copy of Cancelled Cheque & Copy of EFT Mandate duly certified by Bank in single pdf & submit the online form.

2. It is for further information that ONGC has launched Vendor Invoice Management (VIM) system.

Post-launch, all vendor invoices will mandatorily be processed through this system, instead of the current IMS System. The new system intends to replace manual processing based on physical invoice with an end to end digitized payment process.

**Hence suppliers are requested to submit all future invoices along with supporting documents generated through GeM portal through the site <https://vims.ongc.co.in/> for Payments.**

Help documents are available in the portal

3. Even after submission of complete invoice along with all relevant documents if Vendors do not receive due payment within due date and they also do not receive any intimation regarding discrepancy in invoice, they may raise the issue in the dedicated email-ID: "paymentissues\_jorhat@ongc.co.in" with copy to Chief MM and Chief Corporate Finance giving complete details of IMSNIM DP no, PO number and details of concerned identified user from ONGC.

4. Bidders to note that the price break up format uploaded under product specifications is not to be submitted along with the bid. It is to be submitted separately before award of contract only if asked by ONGC

5. Bidders are requested to submit their GST registration certificate along with the bid.

6. Terms of delivery: Free Delivery at Site including loading/unloading

7. **EMD EXEMPTION:** Under MSE policy, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. **Hence only manufacturer of the tendered product is eligible for exemption from EMD. MSE Bidder requesting for EMD exemption has to submit an undertaking along with the bid that they are the manufacturer/OEM of the quoted products. (MSE of services shall not be eligible for EMD exemption in the subject tender)**

Only Micro & small MSE units shall be considered for exemption from EMD. **Medium enterprises shall not be eligible for exemption from EMD.**

**Bidders are requested to submit only valid documents (Udyam Registration certificate only) as proof of MSE as per guidelines issued by concerned Ministry.**

**Bidders are requested to apply for MSE Purchase Preference benefits at appropriate field in GeM during bid submission. In case the supplier does not apply for MSE Purchase Preference the GeM system will not consider the bidder as MSE bidder & the bidder shall not be eligible for MSE Purchase Preference benefits.**

8. (a) In case the EMD is submitted via Demand draft & Bank Guarantee where the submission of physical hard copy to ONGC is mandatory within 5 days of Technical Bid opening date; the hard copy is to be submitted in a sealed envelope super-scribed as "EMD against GeM Bid No....., due for opening on date.....".

The address for submission is as under

**Oil and Natural Gas Corporation Limited, MM Department, Room No. 304, 2nd Floor, Dhansiri Bhawan, Cinnamara Jorhat-785704**

Please note that ONGC shall not be responsible for any postal delays. In case of non-receipt of EMD by the stipulated date the offer shall be liable for rejection.

(b) In case the EMD is submitted via online through RTGS / internet banking bidder to mention their name in the description field as without their name it will not be possible to track the transaction.

Bidders should note that acceptance of their offer is subject to remittance of Bid Security/EMD amount to designated account of ONGC on or before due date and time of Tender closing. If required, ONGC reserve the right to obtain confirmation regarding date and time of credit of Bid Security/EMD amount to its account from concerned bank. The decision of ONGC in this regard shall be final and binding on the bidder. In case amount has been credited to ONGC's designated account after tender closing, such amount shall be refunded back to bidder within 10 days.

In their own interest bidders submitting EMD/Bid Security via NEFT/RTGS/Electronic fund transfer are advised to complete the transaction at least 24 hours before bid closing date.

11. Request for tender extension are to be submitted to the mail id [buyer3.ongc.delhi@gembuyer.in](mailto:buyer3.ongc.delhi@gembuyer.in) with a copy to mail id [goyal\\_anujkumar@ongc.co.in](mailto:goyal_anujkumar@ongc.co.in)

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

12. For ease of inspection & other related activities may kindly follow the below instructions while delivery of materials

a. Each of the items should bear proper identification tag containing material description, part number, PO/Contract Number and ONGC material code (if provided).

b. For goods/items having definite shelf life, the manufacturing date and expiry date should be mentioned clearly and legibly on the goods/items as well as in the delivery documents to be provided to the ultimate consignee.

c. For goods/items requiring special storage condition, the requirements of such storage condition should be provided in writing to the ultimate consignee along with the goods/items.

d. Supplier should ensure that the ordered items and quantities are carefully checked before packing and dispatching. In case the ultimate consignee receives packages/boxes/cartons from the transporter in good condition, but finds shortages on opening the same during inspection and physical counting, the supplier shall dispatch the quantity received short by the ultimate consignee within seven days of written/email intimation by ONGC. In case ONGC decides not to ask for supply of such deficit quantity due to any reason, the supplier shall refund advance amount, if any, paid by ONGC for such short-dispatched quantity

**13. Bidders are requested to mandatorily fill-up the below response table & submit it along with the offer**

Description	Bidders Response
-------------	------------------

ONGC Vendor Code	
GSTIN Number	
GST percentage included in the offer (Kindly do not reveal any prices & only put percentage of GST applicable)	
Mobile Number of concerned Vendor (Kindly avoid putting land-line number)	
Email id of concerned Vendor	
Percentage of local content in the offered product	
Complete address of location where product shall be inspected by QAD, ONGC along with contact details of concerned person	
Unconditional acceptance of all the tendered terms & conditions (confirmed/ not confirmed)	

14. All other terms & conditions (Banning, LD etc) shall be as per GeM GTC.

15. In case of any conflict with other terms & conditions anywhere appearing in the bid document, the Bid Specific ATC shall prevail over others

### 13. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**