

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	23-04-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	23-04-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम / Department Name	Na
संगठन का नाम / Organisation Name	Oil And Natural Gas Corporation Limited
कार्यालय का नाम / Office Name	394518
कुल मात्रा / Total Quantity	9500
वस्तु श्रेणी / Item Category	rock salt
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	rock salt
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Himalayan Pink Rock salt, Mechanically Woven, Double - Twisted, Hexagonal Wire Mesh Gabions, Revet Mattresses and Rock Fall Netting as per IS 16014, ROCK PITON(DEFENCE), Iron Fortified Iodized Salt (double fortified salt), Mineral Mixtures For Supplementing Cattle Feeds Conforming to IS 1664, EDTA disodium salt, ORAL REHYDRATION SALT, Iodized Salt (Defence), Ammonium acetate, Sodium Oxalate Salt
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Himalayan Pink Rock salt
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (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

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	CONCERNED ONGC INDENTOR
Auto CRAC Days	60
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

2

(a) ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Sr. Executive (Chemistry)

394518, NA, Oil and Natural Gas Corporation Limited, Ministry of Petroleum and Natural Gas (Riya Modi)

UIN Number NCTGC2415P

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference

No

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on document evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. 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 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 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 facility at seller's premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or 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 test 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 the 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.

Rock Salt (9500 kilogram)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Smitaben Mohanbhai Patel	394518,ONGC, HAZIRA PLANT, BHATPORE, SURAT	9500	30

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**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 up to 25% of the contracted quantity during the currency of the contract at the contract rates. The delivery period of quantity shall commence from the last date of original delivery order and in case where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional terms and conditions (ATC)

1.0 Bid Evaluation Criteria:

S r. N o	Proposed BEC
A	<p>VITAL CRITERIA FOR ACCEPTANCE OF BIDS: -</p> <p>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.</p> <p>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.</p>
B	REJECTION CRITERIA
B 1	Technical rejection criteria
B 1 1	<p>The following vital technical conditions should be strictly complied with, failing which the bid will be rejected:</p> <p>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.</p>

<p>B .1 .2</p>	<p>Manufacturer's experience:- In case the bidder is a manufacturer of the offered equipment / item, he should satisfy the following alongwith documentary evidence, which should be enclosed alongwith the techno-commercial bid:</p> <p>(a) Minimum 01 years of experience of manufacturing rock salt.</p> <p>(b) Should have manufactured and supplied minimum of 9 50 kg of rock salt to various companies, during the last 5 years.</p> <p>For meeting the requirement above at (a) & (b), the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid.</p> <p>Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders alongwith 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/GST (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</p>
<p>B .1 .2 .1</p>	<p>In case the bidder is not a manufacturer, then the bidder is required to submit documentary evidence in respect of the above 2 (a) and 2(b) of the concerned manufacturer (having supplied such items either by manufacturer himself or his distributor), along with the techno-commercial bid.</p>
<p>B .1 .2 .2</p>	<p>Bidders, who have successfully executed development order for Rock Salt 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.</p> <p>For Development Order issued by ONGC after 02.12.2020, such certificate should have been issued by Head INDEG only.</p>
<p>B .1 .2 .3</p>	<p>In case Start-up bidder has successfully executed Purchase Order placed by ONGC/OIL/IOCL/HPCL/BPCL/GAIL for Rock Salt, as mentioned in BEC clause B.1.2. (b)>> and the material supplied has been used in field satisfactorily, then such Start-up bidders will be considered meeting experience criteria as per BEC Clause B.1.2(a) and B.1.2(b). In this regard, bidder shall submit copy of purchase order/contract along with supporting document towards having used the material satisfactorily in the fields.</p> <p>The above relaxation is subject to submission of below mentioned documents.</p> <p>(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.</p> <p>(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 (in case of procurement of Goods)/ Provider of quoted services (in case of procurement of services) and not as a trader/dealer/distributor.</p>

B .1 .3 .	Bidders should have the required facilities for testing the Rock Salt 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 .2 .	Commercial rejection criteria The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.
B .2 .1	Eligibility of Bidders: Bidder should preferably be a Manufacturer. In case the bidder is not a manufacturer, its bid can also be considered provided such bid is accompanied with tender specific back-up authority letter from the concerned manufacturer, who authorizes them to market their product provided further, in case of award such an authority letter should remain valid during the entire execution period of the order. Required warranty cover of the manufacturer (as per the warranty clause of the bid document) for the product will be provided by such a bidder and an undertaking to this effect shall be provided by the bidder in the techno-commercial bid. Offers without tender specific back-up authority letter from manufacturers will not be considered. Notwithstanding anything contained above, Either the manufacturer or their authorised distributor/dealer etc. can bid in a tender, but not both. Further, in cases where authorised distributor/dealer etc. participate in a tender on behalf of one manufacturer, they are not allowed to quote on behalf of another manufacturer along with the first manufacturer for the same item.

2.0 Special Conditions of Contract

a) The material is to be delivered at ONGC Main stores, Hazira Plant, Surat and the date of receipt of material to ONGC Hazira Store shall be treated as date of delivery for imposing LD provided the sample conforms to tender specifications in the laboratory test.

b) Procedure for Destination Sampling, bonding and testing of chemical:

- i. Destination sampling and testing shall be carried for all the chemicals procured from indigenous sources.
- ii. In above type of cases, provisions shall be incorporated that 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. The supplies will be tested and inspected on receipt before taking the material on charge by ONGC. Samples shall be drawn jointly by a team consisting of representatives from user department, Chemistry section, and warehouse, selected by a randomizer (Representative of minimum E0 level) from ONGC. Supplier shall depute its representative at its own cost for witnessing sampling of chemicals at destination, for which an intimation shall be given by ONGC to the supplier. However, in case supplier do not depute its representative within time specified in intimation, ONGC shall carry out sampling without presence of supplier's representative.
- iii. Further, in case material is not found conforming to the specification, the supplier shall lift the material within two weeks from the date of intimation at supplier's cost. In case the material is not lifted by the supplier within two weeks, ONGC may decide to return rejected material to supplier on freight to pay basis at risk and cost of the supplier. Further, Supplier will replace the material at its cost within delivery schedule, failing which provision of "Failure and Termination Clause/ Liquidated Damages Clause" of Tender document will be applicable. Supplier shall provide an undertaking to this effect along with bid.
- iv. Items required for sampling/bonding of the chemical: Sampling scoop / sampler, thread, needle, Sealing wax, polythene lined empty bags/drums, plastic jars etc. to be provided by ONGC.

v. Sampling will be carried out as per procedure given below:

1. Sampling will be done from each stack.
2. Each stack shall not exceed 50 MT.
3. Each stack will be placed properly and separately.
4. Sampling will be done to the extent of 10 % (minimum) of the total number of bags/ drum offered at random.
5. The stack shall be accessible from all the sides for proper sampling.
6. The stack height should not exceed 2 meters.

vi. Total Six bulk samples will be drawn during sampling / bonding. The bulk samples taken at destination will have the seal and signatures of the party and ONGC (representatives from user department, Chemistry section, and warehouse, selected by a randomizer (of minimum E0 level)). This activity of sampling shall be videoed on mobile by senior most member of the team and shall be uploaded on ONGC portal directly with only view option. The responsibility covering all important aspects of sampling shall be with the senior most of the team. The sample bottle/container and box, if any, shall be provided with Barcode/ QR code generated on ONGC systems by warehouse officer.

In case supplier do not depute its representative within time specified in intimation by ONGC regarding sampling, ONGC shall carry out sampling without presence of supplier's representative and such bulk samples shall bear seal of ONGC only with signatures of user department, Chemistry section, and warehouse (or his authorized representative of minimum E0 level).

vii. Two samples will be sent to lab for test (One each to two labs), one (01) sample will be given to supplier, one (01) sample will be retained with Chemistry Dept. and the two (02) will be kept with I/c warehouse. Sample upkeep in warehouse shall be the responsibility of warehouse in charge. User Dept. shall forward the samples directly to the laboratory and send intimation to the Purchase Dept. regarding forwarding of samples to the laboratory for testing.

viii. While taking out Samples from the warehouse, entry in this regard shall be made in the register available with Security (who will, after confirming the sealed mode of the sample put security stamp on the samples) at the Warehouse.

ix. Sample receipt and seal breaking of chemical sample at destination lab shall be again videoed on ONGC systems through mobile app. The lab shall check the Bar code / QR code on ONGC systems and confirms its receipts in system.

x. Atleast 3% package quantity shall be randomly checked for quantity of the supplied chemicals by the same sampling team who are involved in sampling of the particular lot(s), and deficiency certificate be issued, if any.

xi. In all cases where sample has passed the test and there is no dispute, the sample will be destroyed after six months 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.

xi.

3.0 Rejection of Sample

i. The materials rejected by the Inspection Officer during this inspection will be replaced/reoffered by vendor within the delivery schedule of Purchase Order failing which provision of failure and Termination Clause/ Liquidated Damages Clause of Tender document will be applicable. Any rejection by Inspecting Officer shall be considered final and binding on the vendor.

ii. In the event of bulk sample getting rejected, the supplier can opt for any of the two following options:

Option-I

Supplier may get the same material re-sampled and re-tested in his presence from the same laboratory where it was tested earlier.

Option-II

Supplier may lift the failed material, re-process it and re-offer. Supplier will replace the material at its cost within delivery schedule, failing which provision of failure and Termination Clause/ Liquidated Damages Clause of Tender document will be applicable.

- iii. In either of the above options, item will be re-sampled and re-tested. If even the re-offered material under Option-I or re-processed and re-offered material under Option-II fails, following action shall be taken:
 - a. If Order is for supply of complete order quantity in single lot, ONGC will Terminate/Cancel the order and Invoke Security Deposit against the order. The Process of Vendor banning as per ONGC shall be followed.
 - b. If ordered quantity is to be supplied in more than one lot, supplier may be given one more chance to replace and re-offer the material at its cost within delivery schedule or as agreed by ONGC only in case past lots or any subsequent lots supplied were passed in testing/acceptable to ONGC.

In case failure and cancellation of PO for particular lot i.e. partial quantity against PO, security deposit corresponding that lot only be forfeited. No banning shall be initiated in such case.

If order is cancelled for total quantity placed on the supplier, action as per vendor banning policy shall be initiated by the work centre, in addition to forfeiture of Security deposit.

4.0 Product Hazard / Safety:

- i. The supplier should comply with all laws & regulations regarding product hazard/ safety during manufacture. It shall be the responsibility of the supplier to obtain necessary Pollution control clearance certificate required for the manufacture of the item.
- ii. Copy of Material Safety Data Sheet (MSDS) of the quoted product has to be submitted with the bulk supply.
- iii. Special hazard identification symbol / marking is to be incorporated on the label of each packing in case the material is hazardous.
- iv. All the personnel handling hazardous chemicals will be given First aid training. All personnel handling hazardous chemicals should be provided with Personnel Protective Equipment (PPE). Contractor will provide PPE 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.

5.0 Standard Packing and Marking of Rock Salt:

PACKING: New HEDP bag with moisture proof inner insert of polythene strong enough to withstand rigors of transit and storage.

Capacity: 50 kg. Net approx. per bag

Marking: Each bag should bear the following information.

- (a) Name of the Product
- (b) Supply Order/Purchase Order No. and Date
- (c) Name of the Manufacturer/Supplier/Marketing Agency
- (d) Month and Year of Manufacturer
- (e) Lot Number
- (f) Shelf Life
- (g) Hazard Warnings (instruction for handling/immediate measures to be taken on exposure), if any

(h) Gross weight, Tare weight and Net weight

6.0 Delivery Schedule:

The following delivery schedule is proposed for supply of 9500 kg Rock Salt for FY 2026-27.

Lot No.	FY	Quantity of Rock Salt	Delivery period
Single Lot	2026-27	9500 kg	Within 30 days from the date of placement of contract

NOTE: Prior intimation of dispatch details is necessary for smooth entry of vehicle inside plant premises and unloading.

7.0 Undertakings & Formats

- i. Undertaking on applicability of Failure and Termination Clause/ Liquidated Damages Clause at Annexure-A.
- ii. Backup Authority Letter of Manufacturer at Annexure-B
- iii. Undertaking for bidder's Unconditional Acceptance of Terms & Conditions at Annexure-C

Annexure-A

**UNDERTAKING ON APPLICABILITY OF FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE
(to be submitted on the BIDDER's Letterhead)**

We, _____ (Name of the bidder) hereby undertake as under:
In case material is not found conforming to the specification, the supplier shall lift the material within two weeks from the date of intimation at supplier's cost. In case the material is not lifted by the supplier within two weeks, ONGC may decide to return rejected material to supplier on freight to pay basis at risk and cost of the supplier. Further, Supplier will replace the material at its cost within delivery schedule, failing which provision of "Failure and Termination Clause/ Liquidated Damages Clause" of Tender document will be applicable.

(Authorized Signatory of the Bidder)
Name _____
Designation _____

(Seal of the Company / Firm)

ANNEXURE-B

**BACKUP AUTHORITY LETTER OF MANUFACTURER
(to be submitted on the MANUFACTURER's Letterhead)**

GeM Bid No. _____ dated _____ for _____
_____. We _____ (the manufacturer of the tendered item) authorize _____

_____ (the bidder) to market our product.

Further, in case of award, this authority letter will remain valid during the entire execution period of the order.

(Authorized Signatory of Manufacturer)

Name _____

Designation _____

(Seal of the Company / Firm)

Note: Manufacturers can authorize only one firm / bidder for specific tendered items. In case, a Manufacturer authorizes more than one firm/bidder in a tender, the bids of all such bidders will be rejected.

ANNEXURE-G
UNDERTAKING FOR BIDDER'S UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS
(To be provided on Bidder's Letterhead)

We, _____ (Name of the bidder) hereby confirm that participation in the bid shall be deemed as the bidder's unconditional acceptance of Terms & Conditions and all Special Conditions of Contract, Delivery Schedule, Standard Packing, Marking requirements, Technical Specifications, Testing Procedure, & all other applicable terms of this tender document. We further confirm that the documents/ undertakings/ confirmations/ information already submitted & approved during the enlistment process are remaining valid and will remain unchanged till the time of bidding.

(Authorized Signatory of the Bidder)

Name _____

Designation _____

(Seal of the Company / Firm)

8.0 Commercial:

1. VIMS Flipper Portal ONGC: It is informed that after the successful rollout of VIMS across ONGC, the processing of invoice is to be done through VIMS portal. In this regard Supplier is requested to submit the complete set of documents digital signed (invoices & other supporting documents) at VIMS Flipper portal (<https://vims.ongc.co.in/flipper/#/login>).

i. Invoices alongwith supporting documents can be submitted/uploaded through VIMS flipper Portal (<https://vims.ongc.co.in/>), which is the preferred mode of submission of

ii. In case of any query, vendor can email to: ongcvimhelp@ongc.co.in

However, in case supplier/contractor is not able to submit/upload the Invoice through VIMS portal as mentioned above, Invoice alongwith supporting documents can also be submitted/uploaded in the following way:-

2. EMAIL channel: Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be submitted by sending these documents to a designated email-id: [ap_invoices\[at\]ongc\[dot\]co\[dot\]in](mailto:ap_invoices[at]ongc[dot]co[dot]in).

Ten (10) digit PO or Contract number should be clearly mentioned in the invoice. For submitting the invoices through VIMS Portal and Email channel, following must be ensured:

- i. Invoices should be system generated and no hand written invoices shall be allowed.
- ii. Invoice should be e-invoice in terms of GST Law or the digitally signed Invoice only.
- iii. Invoices need to be scanned at a minimum of 300 dpi, preferably in color.

- iv. Invoices should be in PDF format only.
- v. For invoices, file name should be kept as "INVxxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document).
- vi. A regular format must be maintained in which invoices are being submitted in ONGC.
- vii. Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.
- viii. In case, Email channel is being followed, separate mail should be sent for each invoice.

Note: Invoices submitted for payment should be e-invoice in terms of GST Law or the digitally signed invoice only. No physical invoice shall be accepted for payment.

3. Bidder shall submit their registered ONGC vendor code. In case, bidder is not registered ONGC vendor, 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.

4. Bidders must also consider benefits of input tax credit under the GST legislations, as amended from time to time on Input goods, while quoting the prices. Bidder should submit undertaking to provide necessary compliances/Invoices/documents, for enabling ONGC to avail Input tax credit benefits under GST legislation (Not applicable for bidder under composition levy of the GST legislation).

Further, the Bidders shall undertake to provide all the necessary compliances/invoice/documents for enabling ONGC to avail Input tax credit benefits, in respect of the payments of GST which are payable against the contract (if awarded). The Supplier should provide tax invoice issued under GST legislations.

The supplier should upload the details of the invoices raised on ONGC on the GST Network within the prescribed time limits and undertake to adhere to all other compliances under the GST regulations/legislations.

In case any credit, refund or other benefit is denied or delayed to ONGC due to any non-compliance of GST legislation by the bidder such as failure to upload the details of the supply on the GSTN portal, failure to pay GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents/ information by the bidder, the bidder would reimburse the loss to ONGC and/ or ONGC may recover the same, but not limited to, the tax loss, interest and penalty.

5. Performance Security

Ø In case Bank Guarantee is to be submitted against Security Deposit, only e-BG (Electronic Bank Guarantee) shall be accepted. 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

However, till the time e-BG process stabilizes and becomes available from all the scheduled Banks and branches, SFMS based BG will also be accepted by ONGC.

However, whenever SFMS based BG is being submitted, bidder will mandatorily be required to submit following documents alongwith Physical BG within 05 working days from scheduled bid opening date: (1) SFMS delivery report/message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. ONGC's bank. (2) A letter from issuing bank that it is unable to issue NeSL based e-BG as on date.

For SFMS based BG, details of ONGC (Beneficiary) are as under:

Beneficiary Account Name	Oil and Natural Gas Corporation Limited
Bank Name	State bank of India
Branch	Bhatpore,
Branch Code	1947
Bank Account No	10395064481.
IFSC Code	SBIN0001947
Account Type	CC
Mobile No of Beneficiary	09427504592
e-mail Id of Beneficiary	hazira_sales@ongc.co.in

Forms of PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Oil and Natural Gas Corporation

Account No.

10395064481

IFSC Code

SBIN0001947

Bank Name

State Bank of India

Branch address

Bhatpore

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

Forms of 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

Account No.

10395064481

IFSC Code

SBIN0001947

Bank Name

State Bank of India

Branch address

Bhatpore

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.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Buyer Organization, whereby 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(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this 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 respond to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020 and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी

पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा |/In terms of GeM GTC clause 26 regarding Restriction 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 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 this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---