

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-03-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-03-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (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	Central Procurement Department
कुल मात्रा/Total Quantity	500
वस्तु श्रेणी /Item Category	Large Outer Diameter Casing Pipes (Petroleum Industry) (Q2)
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	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
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	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two 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	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	CERTIFICATION ENGINEERS INTERNATIONAL LIMITED
Quality Assurance Plan document	<a href="#">1770981033.pdf</a>
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	Yes ( <a href="#">Arbitration clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	Yes ( <a href="#">Mediation clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	1501000

#### 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).

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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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). 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 :**

CENTRAL PROCUREMENT DEPARTMENT  
CENTRAL PROCUREMENT DEPARTMENT, Oil and Natural Gas Corporation Limited, Scope Minar, Laxmi Nagar-110092  
(Ongc Limited)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	100
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

**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	100
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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 .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.

2. 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 documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (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 of 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.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### **4. 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.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

### Large Outer Diameter Casing Pipes (Petroleum Industry) ( 500 meter )

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

#### तकनीकी विशिष्टियाँ /Technical Specifications

[\\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Standards & Certification	<b>Standards Compliance</b>	American Petroleum Institute Standard API-5L (Latest edition)
	<b>Certification</b>	API Specification 5L
Generic	<b>Types</b>	Pipes with Weldable Box and Pin Connectors
	<b>Manufacturing process</b>	SAWL
	<b>Grades Types</b>	X-52
	<b>Product Specification Level</b>	PSL-1

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	<b>Range</b>	Range-3
Performance Parameter	<b>Nominal Size(OD)(inch)</b>	36
	<b>Wall Thickness</b>	1.5 (inch)
	<b>Connector Type</b>	Multi Start threads connector
	<b>Length (With connector)</b>	40.0 (foot)
	<b>Connector Features</b>	In-built anti-rotation, Provision of O-ring for extra sealing, Elevator shoulder on pin end, Weld on the pipe body to be ground flush with pipe body for 2 meter below connectors elevator shoulder for latching of the elevator, Two lifting-eye pad of required capacities at each end of pipe (sufficiently clear of elevator area near pin end of pipe) to be provided for handling during transportation., Connectors to be suitable for jetting in deep water wells, Connectors to have elevator shoulder on box and for direct handling of pipe., Connector should have easy stabbing, self-aligning & no cross threading, Connector threads to be of multi start type for less than one turn to fully makeup, having visual indication of make-up, Connectors should be ideally suited for piling / jetting and with anti-rotation mechanism so designed that it should be re usable if required
	<b>Connector maximum OD</b>	Less than 37 Inch
	<b>Connector Tensile Yield equal or stronger than that of Casing pipe</b>	Yes
	<b>Connector Bending Yield equal or stronger than that of Casing pipe</b>	Yes
	<b>Connector Internal Yield equal or stronger than that of Casing pipe</b>	Yes
	<b>Connector Collapse equal or stronger than that of Casing pipe</b>	Yes
	<b>Drift Test Mandrel for Casing along with connector (OD x length)</b>	As per Byers's requirement
Others	<b>Connector Tool joint ID (Minimum)</b>	As Per Buyer Requirement
	<b>Connector Tool joint ID (Maximum)</b>	As Per Buyer Requirement
	<b>Marking</b>	As per Buyer's Requirement
	Colour	As per API Specification-5L
	Marking Colour	As per API Specification 5L
	API Monogram on each pipe	Yes

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Thread Protection	As per Byer's Requirement
	Coating & Protection	Coating for Protection during Transit and long term storage.
	Pre-coated for splash zone protection	Yes
Test Report/Certification	Inspection & Testing	As per Buyer's Requirement
	Mills inspection and test certificates shall be provided at the time of shipment along with the inspection certificate from independent third party agency nominated by Buyer	Yes

**Additional Specification Parameters - Large Outer Diameter Casing Pipes (Petroleum Industry) ( 500 meter )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Length (with Connector) (The value for this parameter given here shall prevail over the value mentioned in above specification)	40-45 feet
Connector Maximum OD (The value for this parameter given here shall prevail over the value mentioned in above specification)	37"
Drift Test Mandrel for casing alongwith connector (ODx Length) / Connector Tool Joint ID (Minimum) / Connector Tool Joint ID (Maximum) (The value for this parameter given here shall prevail over the value mentioned in above specification)	N/A, As per Buyer's Requirement
Thread Protection (The value for this parameter given here shall prevail over the value mentioned in above specification)	As per API 5L, As per Byer's Requirement

Specification Parameter Name	Bid Requirement (Allowed Values)
Pre-coated for splash zone protection (The value for this parameter given here shall prevail over the value mentioned in above specification)	NA

\* Bidders offering must also comply with the additional specification parameters mentioned above.

#### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Pallithekedhil David Kunchandy	533005, Incharge Stores KAKINADA, ONGC Logistics Park, Industrial Area, Vakalapudi, Kakinada-533005, Andhra Pradesh, India	300	196
2	Subrata Pramanik	700150, CENTRAL STORE, ONGC, SONARPUR, KOLKATA -700150, SOUTH 24 PARGANAS. WEST BENGAL, INDIA	200	196

#### Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Technical Specifications <a href="#">View</a>	Technical Specifications	Large Outer Diameter Casing Pipes (Petroleum Industry)(500)
2	Predetermined QAP <a href="#">View</a>	Predetermined QAP	Large Outer Diameter Casing Pipes (Petroleum Industry)(500)
3	Special Condition of Contract <a href="#">View</a>	Special Condition of Contract	Large Outer Diameter Casing Pipes (Petroleum Industry)(500)
4	Undertaking from Empanelled Vendors <a href="#">View</a>	Undertaking from Empanelled Vendors	Large Outer Diameter Casing Pipes (Petroleum Industry)(500)
5	DMISP Policy <a href="#">View</a>	DMISP Policy	Large Outer Diameter Casing Pipes (Petroleum Industry)(500)

क्र.सं./S.No	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
6	Annexure 7 Format for details of supply experience <a href="#">View</a>	Annexure 7 Format for details of supply experience	Large Outer Diameter Casing Pipes (Petroleum Industry)(500)
7	Annexure 8 Format for details of connectors <a href="#">View</a>	Annexure 8 Format for details of connectors	Large Outer Diameter Casing Pipes (Petroleum Industry)(500)
8	Appendix-8 Proforma Mandays details for TPI Inspection <a href="#">View</a>	Appendix-8 Proforma Mandays details for TPI Inspection	Large Outer Diameter Casing Pipes (Petroleum Industry)(500)

**The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.**

## 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 contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases 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. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

### 3. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 4. Generic

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation,

address, e-mail Id and Phone No. required to be furnished along with the bid

5. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

6. **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.

7. **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.

8. **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.

9. **Inspection**

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

Inspection Agency nominated by ONGC at ONGC's option and cost

Post Receipt Inspection at consignee site before acceptance of stores:  
Not Applicable

10. **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.  
30523059388  
IFSC Code  
SBIN0017313  
Bank Name  
State Bank of India  
Branch address  
State Bank of India, Corporate Accounts Group-II, Gole Market New Delhi 110 001

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.

**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.

30523059388

IFSC Code

SBIN0017313

Bank Name

State Bank of India

Branch address

State Bank of India, Corporate Accounts Group-II, Gole Market New Delhi 110 001

. 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. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**13. Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

**14. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

BID EVALUATION CRITERIA

**Technical BEC**

A	<b>Vital criteria for acceptance of bids</b>
A.1	<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>B</b>	<b>REJECTION CRITERIA</b>
B.1	<p>Technical rejection criteria:</p> <p>The following vital technical conditions should be strictly complied with, failing which the bid may be rejected:</p>
B.1.1(a)	<p>Bid should be complete in all aspects covering entire scope of supply for each group of items quoted and should conform to the technical specifications indicated in the bid document, duly supported with technical catalogues / literatures (soft copy), wherever applicable. Incomplete and non-conforming bids may be rejected.</p>
B.1.1 (b)	<p>The bidder can be either any one of the following or authorized sole selling agent / authorized dealer / authorized distributor / authorized supply house of any one of the following:</p> <p>API approved Manufacturer of Casing pipe with girth welded connector</p> <p>Or</p> <p>Processor - who purchases plain end casing pipes and manufactures or purchases Connector from other manufacturers and do the Girth welding at its premises or its subsidiary's premises.</p> <p>The bidder should clearly indicate the category under which the quote is submitted.</p>
B.1.1 (b). 1	<p>In case the bidder is not a manufacturer /processor of the tendered items, then the bidder is required to clearly indicate the name of the quoted manufacturer /processor / threader and submit an undertaking as below:</p> <p>We, M/s ..... do hereby confirm that we are the authorized sole selling agent / authorized dealer / authorized distributor / authorized supply house of M/s.....(name of manufacturer/processor/threader)</p>
B.1.2	<p><u>Experience of Manufacturer /Processor</u></p> <p>Manufacturer / Processor of the offered item(s) should satisfy BEC clause B.1.2 along with documentary evidence which should be enclosed along with techno commercial bid.</p> <p>If bidder is authorized sole selling agent / authorized dealer / authorized distributor / authorized supply house of API approved Manufacturer or Processor then the Manufacturer or Processor whose products are offered / quoted by the bidder should satisfy clause B.1.2</p>

<p><b>B.1.2 (a)</b></p>	<p>Minimum 3 years of experience of manufacturing / processing (whichever applicable) similar material, as defined below at B.1.2 (g).</p> <p>For this purpose the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid.</p> <p>In order to establish minimum 3 years manufacturing experience, document submitted in respect of satisfactory execution of the purchase order as per BEC Clause B.1.2 (d) should be 03 years prior to the original date techno-commercial (Unpriced) bid opening.</p> <p>Copy of API-5L for the period* for which supply record is being provided, shall be submitted along with Techno-Commercial Bid</p> <p>*Defined as period from the date of PO to the date of other document submitted as per BEC Clause B.1.2(d) regarding satisfactory execution of PO.</p>
<p>B.1.2 (b)</p>	<p>Should have manufactured / processed (whichever is applicable) and ultimately supplied similar material, as defined below at B.1.2(g), 5 % of tendered quantity or 100 m (whichever is less) of casing pipe with connector to ONGC or to companies which are in the business of <i>Drilling</i>, exploration and production and/or refining and/or processing of hydrocarbons during the last 5 (five) years.</p> <p>For this purpose the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid.</p> <p>In order to establish manufacturing experience, document submitted in respect of satisfactory execution of the purchase order as per BEC Clause B.1.2 (d) should be within 05 years the original date of techno-commercial (Unpriced) bid opening.</p> <p>Copy of API-5L certificate shall be submitted for the period* for which supply record is being provided, along with Techno-Commercial Bid.</p> <p>*Defined as period from the date of PO to the date of other document submitted as per BEC Clause B.1.2 (d) regarding satisfactory execution of PO.</p>

B.1.2(c)	<p>In case the bid is against development order:</p> <p>Bidder (Domestic Manufacturer) who have successfully executed the development order for the Casing Pipe of similar material as defined in B.1.2 (g) placed by ONGC/OIL pursuant to successful field trial testing should be considered as established source of supply and in that case, documents for satisfying B.1.2(a) and B.1.2(b) above are not required to be submitted. However, such bidders shall submit the certificate towards satisfactory execution of development order pursuant to the successful field trial testing along with techno-commercial bid. For development orders issued by ONGC after 02.12.2020 such certificate should have been issued by Head INDEG Cell, ONGC only.</p> <p><b><u>The certificate towards successful execution of development order should not be more than 05 years old from date of original date of submission of techno-commercial bid.</u></b></p> <p>The certificate should have been issued on or before originally scheduled date of opening of the techno-commercial bid.</p> <p>Domestic manufacturers, who are having requisite experience, would also be eligible to supply material from their new/other plant provided the plant has requisite API certificate.</p> <p>However documents supporting that the domestic manufacturer has satisfactorily executed the development order should be submitted along with the techno-commercial bid. Such domestic manufacturer should have valid API-5L for the quoted plant and same should be submitted along with the techno-commercial bid. In case bidder is out sourcing the plain end casing pipes, valid API-5L certificate of manufacturer of plain end casing pipes should also be submitted along with the bid.</p>
B.1.2 (d)	<p>B.1.2 (d) Documentary evidence in respect of the B.1.2 (a), (b) &amp; (c) above 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 -</p> <ul style="list-style-type: none"> <li>i. Satisfactory Inspection report. (OR)</li> <li>ii. Satisfactory supply completion / Installation report. (OR)</li> <li>iii. Consignee Received Delivery Challans. (OR)</li> <li>iv. Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise / VAT/ GST (OR)</li> <li>v. Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</li> </ul>

B.1.2 (e)	<p>As a proof of manufacturing experience and past supply record for the purchase / supply orders placed by Corporate MM, D ehradun / Delhi or any work center of ONGC, a list of such supply orders (POs having ten digit number) generated through the SAP system is sufficient. API certification also need not be submitted for past supplies delivered to ONGC.</p> <p>For other supply orders, documents in respect of B.1.2(a) &amp; B.1.2(b) need to be submitted as mentioned at B.1.2(d) above.</p>
B.1.2 (f)	<p>Applicable for bidders submitting their Bid as Start-up:</p> <p>In case Start-up bidder has successfully executed Purchase Order placed by ONGC/OIL/IOCL/HPCL/BPCL/GAIL for supply of similar material as defined at BEC Clause no. B.1.2 (g) 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 documents as mentioned below.</p> <p>If bidder is a Start-up (Definition of "Startup" shall be as per Gazette Notification G.S.R. 127(E) dated 19.02.2019 (as amended) of Govt of India) and willing to avail the relaxations as stipulated above, then they should submit the following 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 Startup 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> <p>The documents should have been issued on or before originally scheduled date of opening of the techno-commercial bid.</p>
B.1.2 (g)	<p>Definition of Similar Material</p> <p>Tendered size or higher size of Casing pipe with girth welded Connector.</p>

B.1.2 (h)	<p>In order to establish that the similar* Multistart connector (item wise) is fully field proven bidder to submit documentary evidence as follows:</p> <ol style="list-style-type: none"> <li>1. In case Casing pipe with similar* Connector has been supplied to ONGC, mentioning only the purchase order no. along with the date (for POs having 10 digit number) of ONGC is sufficient and for other POs of ONGC which do not have 10 digit no, a copy of PO needs to be submitted.</li> <li>2. In case Casing pipe with similar* Connector has been supplied to an E&amp;P company companies which are in the business of Drilling, exploration and production and/or refining and/or processing of hydrocarbons other than ONGC, bidder to submit the following:  Documentary evidence as per BEC Clause B.1.2(d) to establish that minimum quantity (as given below) of tendered item with similar * connector has been supplied to companies which are in the business of <i>Drilling</i>, Exploration and Production and/or refining and/or processing of hydrocarbons. <ol style="list-style-type: none"> <li>i. 36" OD x 1.5" WT - 100 m /10 No</li> </ol> </li> </ol> <p>For above purpose, the documents submitted shall be of the date prior to the originally scheduled date of opening of technological commercial bid.</p> <p>*Similar means Multi start, weldable connector supplied with quoted size casing.</p>
B.1.2 (i)	<p>If bidder is quoting from more than one plant, in that case bidder should clearly indicate plant wise quoted item in its bid and should submit plant wise duly filled 'Annexure-7'.</p>
<b>For Manufacturer:</b>	
B.1.3 (a)	<p>In case bid is from Manufacturer of Casing pipes then manufacturer should have valid API-5L authorization for manufacturing plain end casing pipes for tendered items and copy of API certificate should be submitted along with the bid. Bids received from non-API manufacturer shall be rejected.</p> <p>The API-5L authorization should be valid at the time of bidding and the manufacturer should confirm in the bid to keep the API-5L authorization valid till execution of purchase order, if any, placed against this tender.</p>

B.1.3 (b)	<p>Manufacturer of Casing pipes should submit Undertaking for the following:</p> <p>a) They have the required facilities for testing all the items in quoted group(s) as per the API standards (latest edition) at their premises to carry out inspection of welding/threading (whichever is applicable) &amp; end finishing of quoted items including hydro test as under:-</p> <p>a) In case of casing pipe with connector, hydro-testing is required for plain end pipes.</p> <p>b) In case of X-over with connector, hydro test is required for X-over after BTC thread cutting and before connector welding.</p> <p>In case of outsourcing of threading, either Threader or Manufacturer should have hydro test facility to test X-over after BTC thread cutting and before welding connectors.</p> <p>b) They agree for inspection by Third Party Inspection agency or any agency nominated by ONGC at ONGC's option &amp; cost, at manufacturer's premises as per the Technical Specifications and QAP for inspection provided in ONGC tender document and will submit copy of inspection report(s) along with shipping / dispatch documents.</p>
B.1.3 (c)	<p>In case the Connector manufacturing is outsourced &amp; also Welding of connector is being done at connector manufacturer's premises then,</p> <p>Manufacturer of Casing pipe must provide the name of the Connector manufacturer and submit the undertaking from Connector Manufacturer to the effect that:</p> <p>i) It has the required facilities as per latest API standards at their premises to carry out inspection of welding &amp; end finishing of quoted items and</p> <p>ii) They agree to inspection by Third Party Inspection agency or agency nominated by ONGC at ONGC's option &amp; cost, at Connector manufacturer's premises as per the Technical Specifications and QAP for inspection provided in ONGC tender document and will submit copy of inspection report(s) along with shipping / dispatch documents.</p>

B.1.3 (d)	<p>In case Manufacturer intends to get BTC threads cut on X-over from other source then manufacturer must provide the name of the Threader and submit its valid API-5CT for cutting BTC thread.</p> <p>Additionally, manufacturer should submit the undertaking from Threader to the effect that:</p> <p>(i) They have the required facilities as per latest API standards at their premises to carry out Inspection of threading/testing and end finishing of quoted items (including hydro-test, in case hydro test is being carried out by Threader).</p> <p>(ii) They agree to inspection by Third Party Inspection agency or agency nominated by ONGC at ONGC's option &amp; cost at threader's premises as per the Technical Specifications and QAP for inspection provided in ONGC tender document and will submit copy of inspection report(s) along with shipping / dispatch documents.</p>
B.1.3.1	In case of Casing pipe with welded connector
B.1.3.1(a)	<p>The manufacturer of plain end casing pipes should manufacture or purchase connector and do the Girth welding, end finishing and testing at their premises or their subsidiary's premises or connector manufacturer's premises as per applicable API standards (latest edition).</p> <p>Bidder to clearly mention the details.</p>
B.1.3.1 (b)	<p>The manufacturer of plain end casing pipes should indicate as per tendered specifications the type of connector (i.e. make and model along with detailed specification and catalogue including running in and pulling out procedure manual) which they intend to manufacture/purchase.</p>
B.1.3.1 (c)	<p>Manufacturer should submit detail of quoted connector duly filled in 'Annexure 8' and submit an undertaking that quoted connector meets the tendered specifications.</p> <p>In case manufacturer is outsourcing connector then back up authority letter from the manufacturer(s) of connector from whom it intends to purchase connector should also be submitted.</p>
B.1.3.1 (d)	<p>Manufacturer of plain end casing pipe who is also doing girth welding of connectors at its premises or its subsidiary's premises should submit the following:</p> <p>i. List of companies which are in the business of exploration and production and/or refining and/or processing of hydrocarbons (vide duly filled 'Annexure-7') to whom they have supplied similar material [as defined at B.1.2(g)] indicating size, grade, wall thickness, quantity, name of customers and year of supply along with documentary evidence to satisfy BEC clause B.1.2.</p>

B.1.3.1 (e)	<p>For manufacturer of plain end casing pipe who is getting girth welding of connectors at connector manufacturer's premises should submit the following:</p> <ul style="list-style-type: none"> <li>(i) Manufacturer should submit the documents of plain end casing pipes with connector for tendered items to satisfy the BEC clause B.1.2.</li> <li>(ii) List of companies which are in the business of exploration and production and/or refining and/or processing of hydrocarbons (vide duly filled 'Annexure-7') to whom the connector manufacturer have ultimately supplied similar material [as defined at B.1.2(g)] indicating size, grade, wall thickness quantity, name of customers and year of supply along with documentary evidence to satisfy BEC clause B.1.2.</li> </ul>
<b>For Processor:</b>	
B.1.4	In case the bid is from Processor (i.e. Welders of plain end Casing pipe with Connector)
B.1.4 (a)	<p>Processors who intend to purchase plain end Casing pipes and intend to manufacture or purchase Connector from other manufacturers and do the Girth welding, end finishing and testing at its premises or its subsidiary's premises, should submit the following:</p> <ul style="list-style-type: none"> <li>(i) Sources from where they intend to purchase plain end Casing pipe &amp; Connector.</li> <li>(ii) Back-up authority letter from the manufacturers of plain end Casing pipe &amp; Connector.</li> </ul>
B.1.4 (b)	The processor should submit as per tendered specifications the type of connector (i.e. make and model along with detailed specification and catalogue including running in and pulling out procedure manual) which they intend to manufacture/purchase.
B.1.4 (c)	Processor should submit detail of quoted connector vide duly filled in 'Annexure 8' and submit an undertaking that quoted connector meets the tendered specifications.
B.1.4 (d)	Processors should submit the documents from manufacturer of plain end Casing pipes i.e. pipes of same size or higher size with or without connector for the tendered items, to satisfy the BEC clause B.1.2.

B.1.4 (e)	In addition to B.1.4 (d), Processor should submit a list of companies which are in the business of exploration and production and/or refining and/or processing of hydrocarbons (vide duly filled 'Annexure-7') to whom they have supplied similar material [as defined at B.1.2 (g)] indicating size, grade, wall thickness, quantity, name of customers and year of supply along with documentary evidence to satisfy BEC clause B.1.2.
B.1.4 (f)	<p>Processor should submit Undertaking for the following:</p> <p>a) they have the required facilities for testing all the items in quoted group(s) as per the API- standards (latest edition) at their premises to carry out inspection of welding/threading (whichever is applicable) &amp; end finishing of quoted items including hydro test as under:-</p> <p style="padding-left: 40px;">(a) In case of casing pipe with connector, hydro-testing is required for plain end pipes.</p> <p style="padding-left: 40px;">(b) In case of X-over with connector, hydro test is required for X-over after BTC thread cutting and before connector welding.</p> <p style="padding-left: 40px;">Threader (in case Processor intends to get BTC threads cut on X-over from other source) / Manufacturer (of plain end Casing pipe) / Processor should have hydro test facility to test X-over after BTC thread cutting and before welding connectors.</p> <p>b) Processor or Manufacturer of plain end Casing pipe should submit undertaking that they have the required facilities for testing as per latest API standards at their premises to carry out hydro test for plain end pipes.</p> <p>c) They agree for inspection by Third Party Inspection agency or any agency nominated by ONGC at ONGC's option &amp; cost, at processor's premises as per the Technical Specifications and QAP for inspection provided in ONGC tender document and will submit copy of inspection report(s) along with shipping / dispatch documents.</p>
B.1.4 (g)	<p>In case Processor intends to get BTC threads cut on X-over from other source then it should submit the undertaking from Threader to the effect that:</p> <p>(i) They have the required facilities as per latest API standards at their premises to carry out Inspection of threading/testing and end finishing of quoted items (including hydro-test, in case hydro test is being carried out by Threader).</p> <p>(ii) They agree to inspection by Third Party Inspection agency or agency nominated by ONGC at ONGC's option &amp; cost at threader's premises as per the Technical Specifications and QAP for inspection provided in ONGC tender document and will submit copy of inspection report(s) along with shipping / dispatch documents.</p>
<p><b>For Authorized Sole Selling Agent / Authorized Distributor / Authorized dealer / Authorized Supply House:</b></p>	

B.1.5	In case the bid is from Authorized Sole Selling Agent / Authorized Distributor / Authorized dealer / Authorized Supply House of API approved Manufacturer of Casing pipe with Girth welded Connector OR Processor (i.e. Welder of plain end Casing pipes with Connector), the bidder must submit following documents:
B.1.5 (ii)	Copy of valid API 5L authorization in favour of Manufacturer. The API 5L authorization should be valid at the time of bidding and the bidder should submit a confirmation from the Manufacturer that the API-5L authorization shall be kept valid till execution of purchase order, if any, placed against this tender.
B.1.5 (iii)	Documents with regard to the concerned Manufacturer / Processor as sought under the category of Manufacturer as per BEC Clause B.1.2 & B.1.3(a) to (f) & B.1.3.1(a) to (e).  Or as sought under the category of Processor as per BEC Clause B.1.2, B.1.4, B.1.4(a) to (i) as the case may be.
B.1.6	Bidder should submit copies of API-5L/API-5CT authorization (whichever is/are applicable) in favour of Manufacturer / Processor / Threader valid as on date of opening of un-priced bids along with an undertaking that it will ensure validity of API authorisation during currency of contract.  In case the API certificate is under renewal, the bidder should furnish a letter from API along with un-priced bid to the effect that the renewal of certificate is under examination/process and the bidder is authorised to use API monogram till the renewal certificate is issued.
B.1.7 (a)	The bidder should agree to facilitate the ONGC / ONGC Nominated Third Party Inspection Agency for inspection of casing pipes on line for 100% quantity at Manufacturer's / Processor's OR their subsidiary's premises OR Threader's premises during production by ONGC or any of the TPI agency nominated by ONGC as per the Technical specifications and QAP for inspection provided in ONGC tender documents at ONGC's cost and submit inspection report along with shipping/dispatch documents.
B.1.7 (b)	Along with the bid the bidder should provide acceptance of Quality Assurance Plan for inspection provided in the tender documents from the quoted facility(ies) and number of days required by it / them for production of quoted quantity.  Additionally, bidder should submit the confirmation that all the activities mentioned in the QAP for inspection provided in tender documents are acceptable without taking any deviation whatsoever.
B.1.7 (c)	Bidder will convey to ONGC the production schedule, activity wise, along with tentative TPI Man-days for inspection, in the format placed at Appendix-8 , from the quoted manufacturing / processing / threading plant(s) within two weeks from the date of placement of GeM contract so that ONGC or ONGC Nominated Third Party Inspection Agency can plan to carry out inspection at manufacturer's/ processor's/ threader's premises.

B.1.8 (i)	Connector should be manufactured by licensor/ authorised licensee only. In case the manufacturer of connector is not the licensor then they should submit valid authorization/ license by licensor in favour of licensee for manufacturing the quoted connector.
B.1.8 (ii)	Threaded and coupled connection on X-over should be cut by API 5 CT authorised facility only. Valid API 5CT certificate for the threading facility should be submitted along with the techno-commercial bid.
B.1.9	<p>Bidders have to adhere to the requirements of DMI&amp;SP Policy - 2025 effective 01.04.2025 including but not limited to notifications on steel and steel products (Quality Control), issued by Ministry of Steel, Govt. of India and amendment thereof, if any . Bidder shall confirm acceptance of the same.</p> <p>In addition to the above, Processor is to submit the details of domestic manufacturer(s) from where they intend to source the plain end Casing pipe and X-over.</p>

#### **Commercial BEC**

**B.2.1** 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 back-up authority letter from the concerned manufacturer, who authorizes them to market their product provided further, such an authority letter is valid at the time of bidding and 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 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.**

**B.2.2** Policy for providing preference to domestically manufactured Iron and Steel products in govt. procurement, notified vide Gazette of India No 298 dtd 26.05.2025 (as amended from time to time) (copy attached with tender document) and clarifications, if any issued by MoS on the policy shall be applicable for this tender. Bidders are required to confirm acceptance to the conditions of this policy.

Offer of bidders who comply with all the provisions of aforementioned policy and submit all the undertakings and documents applicable under the revised policy shall only be accepted.

Bidder to submit **scanned copy** of Steel Policy Affidavit (Form-1) along with the bid.

**B.2.3** Offers of following kinds will be rejected:

(a) Offers made without bid security (Bid bond/ earnest money deposit/ bank guarantee) along with the offer.

(b.i) Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bid even after giving an opportunity after opening of techno-commercial bids.

(b.ii) Offers of the bidders violating the provisions of Integrity pact.

(c) Offers not accompanied with an undertaking as per Appendix- BP1, BP 2 & BP3 on acceptance of ONGC's 'Policy for Banning/provisional Suspension of Business Dealings with erring Firms'

(d) Offers not accompanied with a declaration that bidder is not undergoing an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof)/ proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction in respective country.

**BUYER ADDED BID SPECIFIC ATC**

**1.0) Brief details of requirement:**

S. No.	Mat Code	Material Description	Work-centre/ Consignees	Plant Code	UOM	Quantities (Single Lot)
1	020000099	Casing Pipe 36" OD, X-52, 1.5" W.T. with Multistart connector	Cauvery Off shore	40 B3	Metre	300
			MBA Basin Kolkata	61 B3	Metre	200

**The material is to be delivered at the following addresses of consignee :**

Plant Code	Consignee Plant	Consignee Address
40B3	Cauvery Basin Offshore	Incharge Stores KAKINADA, Kakinada-533005, Andhra Pradesh, India
61B3	MBA Basin Offshore	I/c Store, Vill. -Patuli, P.O.-Begopara, P.S.-Ranaghat, Dist-Nadia, West Bengal- 741256

**2.0)** Following vendors are empanelled vendors for supply of 36" OD Casings, as per Empanelment Order dated 02.12.2025

Sl. no	Empanelled vendors	Category of Bidder
1)	M/s. Man Industries India Limited, Mumbai	Manufacturer of Plain end casings
2)	M/s. United Drilling Tools Limited, Noida	Processor (Manufacturer of Multistart connector)

Above mentioned **Empanelled Vendors** are required to submit following documents:

- 1) Undertakings/ confirmations to be submitted by Empanelled vendors
- 2) Documents required as per the Technical BEC of tender except the documents pertaining to Technical Experience.
- 3) Documents required as per the Commercial BEC of tender
- 4) Steel Policy Affidavit (Form-1)
- 5) Other documents as per the requirement of ATC of the tender

**Bidders other than the above-mentioned pre-qualified bidders** are required to submit following documents:

- 1) Documents required as per the Technical BEC of tender
- 2) Documents required as per the Commercial BEC of tender
- 3) Steel Policy Affidavit (Form-1)
- 4) Other documents as per the requirement of ATC of the tender

### **3.0) Other Special Terms and Conditions**

#### **3.1) TPI Inspection:**

Wherever inspection by TPI agency is involved, TPI agency will provide scanned copy of physically signed final inspection report along with Inspection release note to ONGC. Warranty & Guarantee Certificate, along with any other document required as per purchase order provisions/QAP/Scope of Inspection shall be obtained by TPI agency from the supplier/contractor and these documents shall form part of TPI report. TPI agency shall provide the same to ONGC. ONGC will review from TPI report that Inspection has been carried out as per QAP/Scope of Inspection. In case of any discrepancy, the same will be conveyed to the TPI agency for making the same good and thereafter TPI agency shall immediately send the modified inspection report to ONGC. Based on the final acceptable Inspection report (scanned copy of physically signed report) received from the TPI, the ONGC shall release QCC. Digitally signed QCC certificate issued by ONGC shall be sent to the TPI agency. However, responsibility of carrying out the inspection as per the scope of inspection/ QAP/ Purchase order provisions will be that of TPI agency. TPI agency will hand over finally accepted TPI report along with digitally signed QCC certificate issued by ONGC to the Supplier.

Supplier shall invariably provide Warranty & Guarantee Certificate along with any other document required as per purchase order provisions/QAP/Scope of Inspection to the ONGC nominated inspection authority during inspection (final inspection wherever stage wise inspection is involved). QCC/TPI report (as applicable) shall be issued by Inspection Authority only after receipt of acceptable Warranty & Guarantee Certificate along with any other document required as per purchase order provisions/QAP/

Scope of Inspection from the supplier/contractor.

**3.2) Unloading of material:**

Reference	Responsibility of unloading of Goods at purchaser's (ONGC) storage locations	
	For	Read as
Clause no.6(i) &13 of GTC and other similar conditions appearing in GeM Bid/GTC	Seller	Buyer (ONGC)
<p>The clause no. 13 of GTC of Government e-Marketplace stands modified as under :</p> <p><b><i>“Terms of delivery:</i></b>  <i>All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including loading/ In respect of items requiring installation, commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), the cost of the same shall also be included in the offer price.</i></p>		

**3.3)** Bidders (Class-I local suppliers and Class-II local suppliers) are required to furnish following certificates from the authorized signatory from the manufacturer on Manufacturer's letter head along with the bid, in compliance to PP-MII. The certificate shall become a part of the contract:

**(Applicable in case of Class-I local supplier)**

*“We \_\_\_\_\_ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. equal to or more than 50% for qualifying as ‘Class-I local supplier’ as per the Make in India (MII) policy, for claiming purchase preference linked with Local Contents under the MII policy against tender No. \_\_\_\_\_.*

*The percentage of local content in the bid (for item 36” OD, X52, 1.5” WT Casin g) is : \_\_\_\_\_%*

*Bidder should indicate Details of local content and location(s):*

<i>Details of locations at which the local value addition is made</i>	_____
-----------------------------------------------------------------------	-------

**(Applicable in case of Class-II local supplier)**

*“We \_\_\_\_\_ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. more than or equal to 20% but less than 50% for qualifying as ‘Class-II local supplier’ as per the MII policy for participating against tender No. \_\_\_\_\_.”*

*The percentage of local content in the bid (for item 36” OD, X52, 1.5” WT Casin g) is : \_\_\_\_\_%*

*Bidder should indicate Details of local content and location(s):*

### **3.4) Banning of Business dealings with erring Firms including provisional Suspension**

- 1) **Policy for Banning of Business dealings with erring Firms including provisional Suspension**  
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>, is applicable for Banning /provisional suspension of firms. The action as per aforesaid policy shall be taken against the firm/bidder/supplier/contractor in case of breach/default/transgression as stipulated in the policy.

#### **2) PUTTING SUPPLIER ON PROVISIONAL SUSPENSION /BANNING DUE TO CANCELLATION OF PURCHASE ORDER.**

In case of cancellation of the purchase order(s) on account of delay in execution of the order or non-execution of the order and /or annulment of the award due to non-submission of Performance Security or termination of contract on account insolvency of the firm, actions as per ONGC's "Policy for Banning/ provisional Suspension of Business dealings with erring Firms" shall be taken against the Supplier. Aforesaid policy is available at ONGC <https://tenders.ongc.co.in> and <https://ongcindia.com>.

#### **3) Submission of forged documents:**

Bidders should note that ONGC may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/PO execution etc., if it is established prima facie with reasonable grounds that bidder has submitted forged documents /certificates/ information towards fulfilment of any of the tender/contract conditions, ONGC shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

Further, actions as per ONGC's 'Policy for Banning/ provisional Suspension of Business dealings with erring Firms' shall be taken against the Supplier.

Aforesaid policy is available at ONGC portals <https://tenders.ongc.co.in> and <https://ongcindia.com>

#### **4) Declaration on not being under banning orders issued by ONGC:**

**Bidder to submit Declaration on not being under banning orders as per proforma given at Annexure-BP1, BP2 and BP3 as follows:**

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

(To be submitted on Bidder's/Firm's Letterhead)

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 I 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:

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

(To be submitted on Bidder's/Firm's Letterhead)

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":**

Sl. No.	Name	Address	PAN No. (If allotted)	GST No. (If allotted)	Vendor Code in ONGC (if available)

(Bidder/Authorized signatory of Bidder)  
Seal:

Date:  
Place:

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

*(To be submitted on Bidder's/Firm's Letterhead)*

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 neither the Bidder/ 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*

**3.5) Delivery Period:**

<b>Lots</b>	<b>Commencement</b>	<b>Completion</b>
Lot-1	From date of GEM Contract	Within 28 weeks from the date of GEM Contract

**Note:**

- i) Bidder will convey to ONGC the production schedule, activity wise, along with tentative TPI Man-days for inspection, in the format placed at Appendix-8, from the quoted manufacturing/ processing / threading plant(s) within two weeks from the date of placement of GeM contract so that ONGC or ONGC Nominated Third Party Inspection Agency can plan to carry out inspection at manufacturer's / processor's/ threader's premises.
- ii) The manufacturer will start production (lot wise) only after arrival of QAD/ TPI representative.
- iii) The date of dispatch (e-way bill date) shall be considered as date of delivery for LD purposes.

The proof of date of dispatch will be the e-way bill. The suppliers shall enclose indented QCC and E-way bill along with other requisite dispatch documents.

### **3.6.1) Payment Authority:**

i) Payment Authority/Bills to be raised in the name of: "ONGC Ltd., ..... (Concerned work center name)". Payment will be made from SFS Center, Noida only. No payment will be made from CPD or workcentres.

Since the supply is designated for specified work centers of ONGC, both the 'Bill to' and 'Ship to' locations shall correspond to the location of the specified work-center of ONGC. Consequently, the vendors are required to mention the GST Registration of the specified work center of ONGC when issuing invoices or any other relevant documents, in adherence to the statutory provisions.

ii) Submission of Invoices on VIMS Portal (<https://www.vims.ongc.co.in/>)

Supplier shall upload complete set of documents at VIMS (Vendor Invoice Management System) portal (<https://vims.ongc.co.in>) against respective consignees within two days from the date of LR/RR.

### **Payment Terms:**

The original invoice should accompany the following documents/details:

Following documents / details should be furnished along with the invoice in cases involving payment after receipt of material at destination:

- a) Tax Invoice (Original and duplicate) issued under relevant GST legislations/ rules indicating rates and amount of various taxes/ duties shown separately, etc.
- b) Proof of delivery in case of direct / door delivery (i.e. GCN/LR/Delivery Challan, duly acknowledged by the consignee, for receipt of material. (Not required for payment, however, required only for archival purpose.)
- c) Satisfactory inspection report/TPI report & QCC issued by authority mentioned in PO, wherever applicable.(Not required for payment, required only for archival purpose)
- d) Warranty/ Guarantee Certificate.(Not required for payment, required only for archival purpose)
- e) Any other document specifically mentioned in the Purchase Order, or supporting documents in respect of other claims (if any), permissible under the Purchase Order.
- f) Copy of the e-way bill / e-way bill number (EBN) (Wherever applicable) (Not required for payment, however, required only for archival purpose)
- g) Certificate of recent manufacture. Pipes supplied should be new & unused.
- h) The supplier shall furnish a certificate duly signed confirming that goods/documents have been dispatched to all concerned strictly as per supply order.
- i) Manufacturer's inspection, test certificates etc. from the manufacturer

Note:

- i) Bidder who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice which will have GSTIN of supplier as well as ONGC.
- ii) In case of purchase of goods from GST Registered Supplier/transporter or as per e-way bill rules, on FOR destination basis, e-Way bill shall be generated by the supplier. However, in case of purchases from Unregistered Supplier, ONGC would generate e-Way Bill.
- iii) Payment Authority/Bills to be raised in the name of: "ONGC Ltd., ..... (Concerned work center name)". Payment will be made from SFS Center, Noida only. No payment will be made from CPD or workcentres.

Since the supply is designated for specified work centers of ONGC, both the 'Bill to' and 'Ship to' locations shall correspond to the location of the specified work-center of ONGC. Consequently, the vendors are required to mention the GST Registration of the specified work center of ONGC when issuing invoices or any other relevant documents, in adherence to the statutory provisions.

iv) Each invoice shall bear the following certificate.

"The material covered in this invoice has passed test and inspection and conforms in every way to the contract specifications". The invoice is correct in every particular and no other invoice except proforma invoice has been tendered previously in respect of material charged for.

- v) Any statutory deviation (both plus and minus) in the rate of GST/ excise duty/ sales tax/customs duty within the contractual delivery/completion period will be to the account of ONGC.
- vi) Any increase in GST/ excise duty/sales tax/custom duty during extended period of the contract / supply order will be to SUPPLIER's / contractor's account where such an extension in delivery of the material / completion of the project was on the request of SUPPLIER/ contractor. However, any decrease in excise duty /sales tax/ custom duty during extended period of the contract/ supply order will be to the account of ONGC.

**Documents wherever applicable shall also be invariably submitted by supplier along with supply:**

Sl. No.	Document
1	Copy of Tax Invoice
2	Proof of dispatch (RR/GCN/LR/e-way bill etc. ). Copy of the e-way bill / e-way bill number( Wherever applicable)
3	Satisfactory inspection report/TPI report & QCC issued by authority mentioned in PO, wherever applicable

Supplier in their own interest are advised to timely provide all requisite documents to enable ONGC for timely payment.

Supplier shall upload complete set of non-negotiable documents (scanned copy of documents submitted to bank for payment) either at VIMS (Vendor Invoice Management System) portal (<https://vims.ongc.co.in>) or send to e-mail address (*to be mentioned by work center*) specially created for invoice receipt in VIMS **And** also to email id of Order Placing Authority, Indentor, Ultimate Consignee, and Finance & Accounts authority mentioned in PO within two days from the date of LR/RR.

Invoices alongwith supporting documents can be submitted/uploaded **through VIMS Portal (<https://vims.ongc.co.in/>)**, which is the preferred mode of submission of Invoice. Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be uploaded in VIMS Portal by logging-in with the help of Vendor Code.

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 any of the following 2 ways:-

1. 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@ongc.co.in).
2. 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 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 INVpdf (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.

**3.6.3) Part-delivery and Part-payment:** Part-shipment and Part-payment is permitted.

**3.6.4)** The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, but not later than Final Bill submitted by the contractor/supplier. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class- II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value shall be imposed by ONGC. The same shall be recovered from the Final Bill and/or Security deposit or any other amount due to the contractor/supplier in ONGC. However, contract once awarded shall not be terminated on this account. Payment of last 10% of Contract value shall be made only after receipt of aforesaid certificate for local content from Cost/ Chartered Accountant.

**3.7)** Bidders may also submit EMD/ Bid Security and Security Deposit/ Performance Security in the form of Electronic Bank Guarantee (e-BG) from banks acceptable to ONGC, as under:

- i) In case, the bid security is submitted in the form of Electronic Bank Guarantee, bidders is required to provide the details of e-BG such as Number, Date, Name of issuing bank and amount in their bid. Also, the submitted bid security in the form of e-BG should be valid for minimum 45 days beyond the required validity of bid.
- ii) In case, the Security Deposit/ Performance Security is submitted in the form of Electronic Bank Guarantee, supplier shall be required to provide the details of e-PBG such as Number, Date, Name of issuing bank and amount. Also, the e-PBG should be valid for the period as specified in the tender.
- iii) For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of ONGC (Beneficiary) are as under:

The bidders shall submit EMD / SD / Performance Security / PBG in any of the following modes:

**(a) NEFT/ RTGS/ Electronic Fund Transfer to ONGC's Bank Account mentioned below:**

Beneficiary Account Name	Oil and Natural Gas Corporation Limited
Bank Name	State Bank of India
Branch	CAG Delhi
Branch Code	17313
Bank Account No	30523059388

IFSC Code	SBIN0017313
SWIFT Code	SBININBB824
Account Type	CC

Bidder to indicate Contract number and name of bidding entity in the transaction details field at the time of online transfer. Bidder to upload scanned copy/ proof of the Online Payment Transfer through GeM Contract and email.

**(b) Electronic Bank Guarantee (e-BG) (as per prescribed GeM proforma):**

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 Number	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, 1st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh
x)	Communication Address Pin code	201309

<b>Beneficiary Account details for e-BG only</b>		
(i)	Beneficiary Account Name	Oil and Natural Gas Corporation Limited
(ii)	Bank Name	State Bank of India
(iii)	Branch	CAG Delhi
(iv)	Branch Code	17313
(v)	Bank Account No	42559953079
(vi)	IFSC Code	SBIN0017313

(vii)	SWIFT Code	SBININBB824
(viii)	Account Type	CC

**OR**

**c) Irrevocable Unconditional Insurance Surety Bond:**

**3.8) Exemptions from submission of Bid Security:**

1) In addition to the list/ category of vendors eligible for EMD/ Bid Security exemptions following categories of vendors shall also be eligible for EMD/ Bid Security exemption:

**a. No EMD is required for empanelment/enlistment of vendors.**

- i) The Empanelled vendors are exempted from the submission of EMD.
- ii) EMD exempted bidders to submit a Bid securing declaration (BSD) accepting that if they withdraw or modify their Bids during the period of validity or if they are awarded the contract and they fail to submit performance security, or to sign the contract, before the deadline defined in the tender documents, it shall be considered as a violation of Code on Integrity and they shall be suspended for the time period specified in the BSD from being eligible to submit Bids/Proposals for contracts.

**Bid Securing Declaration**

*"We (Name of the bidder) hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline Pre-Tendering activities Indent receipt and final tender design defined in the NIT, we will be banned for a period of two years. We understand that no further correspondence in this regard shall be accepted by ONGC"*

**3.9) The Contractor is required to submit Performance Security for an amount equivalent to 3% of the contract value within 30 (thirty) days from the GEM Order.**

In case PBG is not submitted within 30 days from the date of GEM Order, **a sum equivalent to 1.5% (one and half percent) of the amount of Performance Security per month** for such delay or part thereof shall be recovered from the first Bill/ invoice (& any remaining amount from subsequent invoice) submitted by the supplier/contractor.

**3.10) Integrity pact:** Bidder to submit Integrity Pact mentioning name of the bidder in the specified field on 1st page and duly signed on every page with name of signatory on last page along with name and signatures of two witnesses. Bidders to note that post contract issues pertaining to alleged violation of provisions of IP, if any, should only be referred to IEMs. The name and e-mail IDs of the IEMs appointed in ONGC are as under:

- i) Shri Vijay Kumar Singh, IPS (Retd.) ([vijaysinghsls10@gmail.com](mailto:vijaysinghsls10@gmail.com))
- ii) Sh. Arvinda Kumar, IPS(Retd.), Former Vigilance Commissioner ([arvindak@gmail.com](mailto:arvindak@gmail.com))
- iii) Smt. Seema Bahuguna, Retd. IAS, Former Secretary DPE ([bahugunaseema@gmail.com](mailto:bahugunaseema@gmail.com))

**Bidders should not send pre bid queries/clarifications or any other tender related queries to IEMs.**

**3.11)** The contact details of dealing officer for the instant tender is as under:

- Name: Sanjay Aggrawal
- Designation: DGM (SCM)
- Phone number : 011-22406844
- Email ID: aggrawal\_sanjay@ongc.co.in

#### **4.0) Dispute Resolution Mechanism (Applicable for Domestic Procurement)**

##### **4.1 Notice of Dispute and Amicable Settlement**

**4.1.1** In the event of any difference/dispute between the parties to the contract arising out of or in connection with the contract, the concerned party shall send a **Notice of Dispute** specifying all points of disputes / issues, the amounts of any quantified claims, and, to the extent possible, an estimate of the monetary value of any other claims, along with the supporting document(s) to the other party under the contract.

**4.1.2** After receipt of a Notice of Dispute under Clause 4.1.1 above, the parties shall in good faith, make all reasonable efforts to arrive at a mutually acceptable resolution to the disputes raised in the Notice of Dispute in a formal meeting(s) between authorized representatives of the parties.

**4.1.3** Parties agree that any effort by either party for arriving at the mutually acceptable resolution of the disputes is to be kept confidential by both Parties. Parties also agree to not rely upon any views expressed, admissions or suggestions made, or willingness to enter into a settlement by either party as evidence in any forum / arbitration / court proceeding.

**4.1.4** Parties agree that neither party shall be entitled to any claim or compensation for any consequential, indirect or special losses/damages, including loss of profit, loss of production, loss of use, loss of goodwill, loss of reputation, remote damages, loss of business opportunities, loss of employment opportunities, loss of interest including any pre-reference or *pendente-lite* interest, idling costs of men and machinery, prolongation costs etc., on account of any dispute/ claim raised under the contract. Parties agree that claim for any such amount shall not be considered and shall be void.

**4.1.5** In case the parties fail to amicably resolve the disputes between them within **60 days** of receipt of Notice of Dispute sent under Clause 4.1.1 above, the following provisions of Clause 3 mentioned below, as applicable, shall follow.

##### **4.2 Mediation/Conciliation**

###### **4.2.1 For Disputes above Rs 10 Lakh - through Outside Expert Council(OEC)**

**4.2.1.1** If any dispute between the parties, of or above the value of Rs. 10 lakh, is not resolved within 60 days of receipt of Notice of Dispute, the concerned party may request the other party to refer the said dispute(s) for settlement through mediation / conciliation through an Outside Expert Council (OEC) as per the extant ONGC's Guidelines on the subject.

**4.2.1.2** The concerned party shall submit its request for mediation / conciliation on the '**Mediation Portal**' created by ONGC at <https://oec.ongc.co.in>. The procedure and timelines to be followed for the mediation process shall be in accordance with the 'Manual on Mediation through Outside Expert Council' (including any changes thereto) available / uploaded on the aforesaid Mediation Portal.

##### **4.3 Arbitration (not applicable in case of disputes between public sector enterprises)**

**4.3.1** The provisions under Clause 4.3 of the Contract shall be applicable only for disputes with a claim amount of more than Rs. 25 lakh and less than Rs. 10 crore. For the purposes of determining the applicability of this clause, the claim amount shall include any previous claim(s) referred to Arbitration under the Contract and the value of such cumulative claim(s) shall be restricted to Rs. 10 crore only.

**4.3.2** In case of failure to resolve a dispute amicably through amicable settlement / mediation / conciliation under the provisions of Clauses 4.1 and 4.2 above, either party may, subject to the provision under Clause 4.3.1 above, refer the said dispute for resolution through Arbitration under the administration of 'India International Arbitration Centre' ("**IIAC**"), established by an Act of the Parliament, i.e., the India International Arbitration Centre Act, 2019, in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("**IIAC Regulations**") for the time being in force, including any subsequent modifications and amendments thereof, which regulations are deemed to be incorporated by reference in this clause, to the extent these regulations are not inconsistent with this clause.

**4.3.3** The Arbitration shall be conducted by an Arbitral Tribunal consisting of:

(i) For claim amount upto Rs. 2 crore, by a Sole Arbitrator, to be appointed by the Chairman, IIAC, in accordance with the IIAC Regulations. It is clarified that only a Retired Judge shall be eligible to be appointed as a Sole Arbitrator under this clause, and

(ii) For claim amount above Rs. 2 crore, by a Tribunal of three arbitrators comprised of Retired Judges. Parties to nominate one arbitrator each and the two co-arbitrators shall nominate the presiding arbitrator in accordance with the IIAC Regulations.

Any arbitrator appointed under sub-clauses (i) and (ii) above that is not a member of the panel of arbitrators maintained by IIAC shall submit a declaration to abide by and conduct the arbitration proceedings in accordance with the IIAC Regulations.

**4.3.4** The seat of Arbitration shall be at Delhi.

**4.3.5** Parties further agree that following matters shall not be referred to Arbitration:-

- i. Any claim, difference or dispute relating to, connected with or arising out of ONGC's decision to initiate proceeding for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor;
- ii. Any claim, difference or dispute relating to, connected with or arising out of ONGC's decision under the provisions of Integrity Pact executed between ONGC and the Bidder / Contractor;
- iii. Any dispute pertaining to insolvency and bankruptcy, property laws.

**4.3.6** The necessary arrangements for venue of arbitration proceedings, travel and stay of arbitrators, etc. shall be made by the Contractor. The total cost of Arbitration proceedings including all expenses incurred in relation thereto shall be shared equally by the parties.

**4.4** **Dispute resolution (in case of disputes between Govt. entities/public sector enterprises) through AMRCD**

**4.4.1** The provision under Clause 4.4 is applicable only for settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) and Government Department(s)/Organizations(s).

**4.4.2** Before referring any dispute for adjudication through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), the parties undertake to make all efforts in good faith to resolve their differences/disputes amicably amongst themselves, through respective Internal Committees consisting of authorized officers of each party. If such dispute or difference cannot be resolved mutually between the parties, the same may be referred to the AMRCD. [In this regard, ONGC has set up an Internal Fast-track Resolution Committee (IFRC), which is empowered to negotiate with the concerned CPSEs/Govt. entities for resolving the differences amicably].

**4.4.3** Subject to the provision under 4.4.2 above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Department(s)/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 (as revised time to time) and the decision of AMRCD on the said dispute will be binding on both the parties.

**4.5** **Adjudication by Courts**

**4.5.1** Any dispute not resolved or not covered under the provisions of Clauses 3.1, 3.2, 3.3 above may be referred for final adjudication by the court.

**5.0) Insolvency and bankruptcy of bidders/seller:-**

**5.1)** Bid will not be considered for evaluation where bidder is undergoing an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof) or, in case of an international bidder, is undergoing any proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction, as on actual techno-commercial bid opening date. In case a bidder is undergoing or gets admitted to an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof) or in case of an international bidder, is undergoing or gets admitted to any proceedings for resolution of bankruptcy /insolvency, or is declared as bankrupt/insolvent by concerned court/authority of relevant jurisdiction, prior to or during Tender evaluation stages, then such bids will be rejected.

**5.2) Offers of following kinds will also be rejected:-**

Offers not accompanied with a declaration that bidder is not undergoing an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof)/ proceedings for

resolution of bankruptcy / insolvency by concerned court/authority of relevant jurisdiction in respective country.

**Note:- Bidder to submit the above declaration in following format: -**

“

We, ..... (Name of the bidding entity), is not undergoing an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof)/ proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction in respective country.

**5.3)** The Purchaser may at any time terminate the contract by giving written notice to the SUPPLIER if the SUPPLIER gets admitted to an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof), or, is declared as bankrupt/insolvent or gets admitted to any proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction. In this event, termination will be without compensation to the SUPPLIER, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**6.0) Single Offer situation: -** If single Indian bidder situation arises in tender and the offered goods is of foreign origin, then ONGC may ask the bidder to provide the details of price being charged by foreign manufacturer either on Ex-works or FOB or CFR basis, as the case may be.

After placement of order, bidder/supplier shall be required to submit copy of Invoice (Customs Invoice) of the foreign manufacturer raised on the Indian supplier on Ex-works/FOB/CFR basis, as the case may be, at the time of shipment or alongwith documents submitted for payment.

The invoice prices of foreign supplier shall be checked by concerned payment authority before making payment.

**7.0) Additional undertaking for PPP-MII compliance in case of suppliers participating in tenders as resellers/ distributors with a backup authority letter from the manufacturer:**

In case of suppliers participating in tenders as resellers/ distributors with a backup authority letter from the manufacturer, the manufacturer should provide an undertaking, which must be submitted by their authorized supplier along with the bid to avoid unnecessary rounds of clarifications as follows :

The undertaking provided by the manufacturer on behalf of the supplier should clearly state that:

- (i) The OEM authorises its supply house for local value addition of \_\_\_\_\_ % at \_\_\_\_\_ (location).
- (ii) The OEM confirms that its authorized reseller/ distributor has the necessary technical capabilities and resources to carry out local content addition.
- (iii) The OEM confirms that the warranty and guarantee of the final finished product will continue to be provided by the OEM.

**8.0)** The bidder shall be required to give an undertaking on the company's letter head and duly signed by the signatory of the bid, that all the documents/ certificates/information submitted by them against the tender are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by ONGC at its sole discretion.

**ONGC, at its sole discretion, may consider the documents of bidders submitted by them against any past tenders of ONGC and same are available with ONGC. However, bidder cannot have the right to challenge any decision of ONGC on considering/not considering of these documents for evaluation.**

**Bidder shall hold continued liability of the documents submitted in the bid, since, ONGC can utilize the same for future qualification in other tenders of ONGC.**

Bidders are required to furnish following undertaking on the company's letter head and duly signed by the signatory of the bid as under :

*We, M/s ----- (Name of bidder) hereby declare that all the documents/ certificates/ information submitted in the bid against the tender are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by ONGC at its sole discretion.*

.....  
Authorised Signatory of  
The Bidder

Place

Date\_\_\_\_\_

### 9.0) Post bid conference

In order to avoid delay in processing of tenders ONGC shall hold post bid conference with the interest bidders. For holding Post Bid conference following process shall be followed:

- (i) Clarifications / confirmations / deficient documents required, if any, from bidders shall be conveyed to the bidders.
- (ii) To address bidders doubts, if any, only on the clarifications / confirmations / deficient documents being sought, a post bid conference shall be held by ONGC with bidders who seek to have the meeting on one-to-one basis. Interested bidders may attend the same. No issues other than the listed queries pertaining to clarifications / confirmations / deficient documents sought by ONGC shall be discussed in post bid conference.
- (iii) In case bidder chooses not to seek/request for a post bid meeting, it will be noted by ONGC that such bidder(s) has well understood the query of ONGC.
- (iv) Accordingly, in case bidder has completely understood the queries and they have no doubts, they may submit their replies within the date specified for submission of clarifications.
- (v) Bidders who attend the post bid conference shall provide the following undertaking immediately on conclusion of the post-bid conference:  
*"This is to confirm that we ..... (name of the bidder) have attended the post bid conference on ... and have fully understood the queries of ONGC issued vide their Letter No. ... Dated...."*
- (vi) Bidders shall depute their competent employee(s) /authorised representative(s) for the Post-Bid Conference.
- (vii) Only those bidders from whom clarifications are being sought shall be eligible for post bid conference.
- (viii) Bidder(s) shall be required to provide details (Name, Designation/status, mobile no. etc) of its employee(s)/authorised representative(s), who will attend Post Bid Conference and those person(s) only will be permitted to attend the post-bid conference.

### 10.0) The merit rate of GST i.e. 18% shall be applicable for the supplies of material. The bidders have to quote all-inclusive rates accordingly. EC shall not be issued for supplies of the material.

11.0) Bidders whose bid have been rejected during techno-commercial evaluation, shall be informed about the reasons for rejection of their bid through official e-mail id mentioned in the bid. Such bidders can review reason for rejection of their bid and raise a one-time representation to challenge rejection for any incorrect disqualification within 48 hours of such intimation.

**However, any additional/new documents/ information/ details submitted with representation, will not be considered for evaluation.**

**12.0) Anti-Competitive Practices by bidders (Cartel Formation / Pool Rates / Collusion/ Bid Rigging etc.)**

Any indication of pool bidding or cartel formation or collusion among bidders shall be viewed as a serious breach of fair competition. Such practices are against the core principles of company's transparent and competitive procurement process and may be subject to action against the colluding bidders including actions under the Competition Act, 2002.



**15. 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](#)

**अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as 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 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.

**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 के 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 करने 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 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.

**---धन्यवाद/Thank You---**