

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण / Bid Details</b>	
<b>बिड बंद होने की तारीख/समय / Bid End Date/Time</b>	11-03-2026 15:00:00
<b>बिड खुलने की तारीख/समय / Bid Opening Date/Time</b>	11-03-2026 15:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)</b>	90 (Days)
<b>मंत्रालय/राज्य का नाम / Ministry/State Name</b>	Ministry Of Petroleum And Natural Gas
<b>विभाग का नाम / Department Name</b>	Na
<b>संगठन का नाम / Organisation Name</b>	Oil And Natural Gas Corporation Limited
<b>कार्यालय का नाम / Office Name</b>	Central Procurement Department
<b>कुल मात्रा / Total Quantity</b>	14638
<b>वस्तु श्रेणी / Item Category</b>	Hydrochloric Acid for Well Stimulation for (ONGC) , Hydrochloric Acid for ONGC
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	Hydrochloric Acid for ONGC
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Hydrochloric Acid for Well Stimulation for (ONGC), Acid Corrosion Inhibitor for (ONGC), Acetic Acid (ONGC), Oleic Acid (ONGC), HYDRO ETHYLIDENE DI PHOSPHONIC ACID (HEDP) for ONGC, Stearic Acid (ONGC), General Purpose Battery Chargers, Hydrochloric Acid (V3) Conforming to IS 265, traffic signs - bilinker light, Citric Acid Monohydrate (ONGC)
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Hydrochloric Acid for Well Stimulation for (ONGC)</li> </ul>
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़ / Document required from seller</b>	Certificate (Requested in ATC), 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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ 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
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
प्राथमिक उत्पाद श्रेणी/Primary product category	Hydrochloric Acid for Well Stimulation for (ONGC)
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	CONCERNED ONGC INDENTOR
Auto CRAC Days	60
मूल्यांकन पद्धति/Evaluation Method	Group 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

आवश्यकता/Required	No
-------------------	----

**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).	27

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

**लाभार्थी /Beneficiary :**

Finance And Accounts Officer  
Oil And Natural Gas Corporation Limited, Central Procurement Department - CMPG (Chemical), 8th Floor, Core 4, Scope Minar, Laxmi Nagar, Delhi-110092  
(F & A O)

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	50
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	25

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 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits 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

**Evaluation Method ( Group Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Consignee/Reporting Officer	Consignee Address	Quantity

Mumbai Region	Hydrochloric Acid For Ongc	Eknath Kondaji Waje	In-charge Receipt, Stores complex Uran Plant, ONGC, URAN 400702	445
Western Region	Hydrochloric Acid For Well Stimulation For (ongc)	RANJITK UMAR KANJIBHAI OMKAR	Pipavav Supply Base (PSB), Oil and Natural Gas Corporation Limited (ONGC), Ganapati Warehouse, Gujarat Pipavav Port Limited (APM Terminals Pipavav) Post Office - Rampara-2, Taluka- Rajula, District- Amreli, Gujarat, Pin-365560 365560	10790
	Hydrochloric Acid For Well Stimulation For (ongc)	Patel Jigar	INCHARGE Receipt WSS, Saij Stores, ONGC, Near Kalol, 382725	1161
	Hydrochloric Acid For Well Stimulation For (ongc)	SANJAY BANSILAL GANGVEKAR	Incharge Receipt, Gandhar Warehouse ONGC, DTYS/DSA Gandhar, Near Muller Chowkdi, ONGC-Gandhar, Distt. Bharuch,Gujarat-392140 392140	369
	Hydrochloric Acid For Ongc	Pankaj Kumar Upadhyay	MM Warehouse, ONGC Hazira Plant Surat-394518. 394518	1452
North eastern Region	Hydrochloric Acid For Well Stimulation For (ongc)	Sariam Muneswara Rao	INCHARGE RECEIPT, ONGC TRIPURA ASSET, BADHARGHAT COMPLEX, AGARTALA, TRIPURA 799014	30
Eastern Region	Hydrochloric Acid For Well Stimulation For (ongc)	Nishant Kumar Sharma	In-charge Warehouse, ONGC CBM Asset, Bokaro, Bokaro Industrial Area (BIADA), Plot No- IV (a)-4 (P)1, Village: Gorabali, Jaridhi, Besides Dalmia Cement Factory, P.O. : Balidih, Bokaro Steel City 827014	18
Southern Region	Hydrochloric Acid For Well Stimulation For (ongc)	Ponnam Kamalakar	Tamil Nadu Warehousing Corporation (A/C-ONGC) , Velipalayam, Nagapattinam, Tamil Nadu - 611001, Nagapattinam, 611001, 611001	7
	Hydrochloric Acid For Well Stimulation For (ongc)	Vivek Kumar Varshekar	Incharge Receipt Narsapur, ONGC, Narsapur Stores Temple Land, West Godavari District, Narsapur 534275, Andhra Pradesh, India 534275	342
	Hydrochloric Acid For Ongc	Vikas Dnyanes hvar Kute	I/C Rcpt On-Shore Gas Terminal (OGT), ONGC-HPHT Asset, Post. Mallavaram; Tallarevu Mandal; East Godavari District, Andhra Pradesh; Pin: 533463 533463	24

### Hydrochloric Acid For Well Stimulation For (ONGC) ( 12717 metric tonne )

(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 कटेगरी 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)
Packing	Packing Size	10, 20

**Additional Specification Parameters - Hydrochloric Acid For Well Stimulation For (ONGC) ( 12717 metric tonne )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Packing Size	Above mentioned values may be ignored. Packing Size shall be as per Delivery Instructions / Packing and Marking (Appendix-A2) which is a part of Buyer Added Bid Specific ATC Document attached.

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

**अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents**

Applicable Specification Document	<a href="#">View</a>
Applicable Drawing Document	<a href="#">View</a>

**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	RANJITKUMAR KANJIBHAI OMKAR	365560,Pipavav Supply Base (PSB), Oil and Natural Gas Corporation Limited (ONGC), Ganapati Warehouse, Gujarat Pipavav Port Limited (APM Terminals Pipavav) Post Office - Rampara-2, Taluka- Rajula, District-Amreli, Gujarat, Pin-365560	10790	365
2	Patel Jigar	382725,INCHARGE Receipt WSS, Saij Stores, ONGC, Near Kalol,	1161	365
3	SANJAY BANSILAL GANGVEKAR	392140,Incharge Receipt, Gandhar Warehouse ONGC, DTYS/DSA Gandhar, Near Muller Chowkdi, ONGC- Gandhar, Distt. Bharuch,Gujarat-392140	369	365

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
4	Sariam Muneswara Rao	799014,INCHARGE RECEIPT, ONGC TRIPURA ASSET, BADHARGHAT COMPLEX, AGARTALA, TRIPURA	30	365
5	Ponnam Kamalakar	611001,Tamil Nadu Warehousing Corporation (A/C- ONGC) , Velipalayam, Nagapattinam, Tamil Nadu - 611001, Nagapattinam, 611001,	7	365
6	Vivek Kumar Varshekar	534275,Incharge Receipt Narsapur, ONGC, Narsapur Stores Temple Land, West Godavari District, Narsapur 534275, Andhra Pradesh, India	342	365
7	Nishant Kumar Sharma	827014,In-charge Warehouse, ONGC CBM Asset, Bokaro, Bokaro Industrial Area (BIADA), Plot No- IV (a)-4 (P)1, Village: Gorabali, Jaridhi, Besides Dalmia Cement Factory, P.O. : Balidih, Bokaro Steel City	18	60

### Hydrochloric Acid For ONGC ( 1921 metric tonne )

(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

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

#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

DrawingDocument1	<a href="#">View</a>
------------------	----------------------

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Eknath Kondaji Waje	400702,In-charge Receipt, Stores complex Uran Plant, ONGC, URAN	445	365

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
2	Pankaj Kumar Upadhyay	394518,MM Warehouse, ONGC Hazira Plant Surat-394518.	1452	365
3	Vikas Dnyaneshvar Kute	533463,I/C Rcpt On-Shore Gas Terminal (OGT), ONGC-HPHT Asset, Post. Mallavaram; Tallarevu Mandal; East Godavari District, Andhra Pradesh; Pin: 533463	24	365

**Special terms and conditions-Version:2 effective from 28-03-2023 for category Hydrochloric Acid for Well Stimulation for (ONGC)**

**1. Technical**

**Materials procured are to be sampled and tested at destination prior to taking custody of the material.**

o **1.0 Destination sampling, bonding and de-bonding of bulk materials indigenous chemicals**

- 1.1 Each bag of the product should bear marking as per packing and marking instructions of tender documents. Lot will be sampled only if the packing is as per packing specification stipulated in the order. Representative of Chemistry Department will inspect the packing material used and record it in sampling/bonding report.

Items required for sampling/bonding of powder chemical: Sampling scoop / sampler, thread, needle, Sealing wax, polythene lined empty bags etc. to be provided by the **indenter**.

Sampler: Shape-Metallic scoop

Size -Length 35-40 cms, depending upon dimensions of packages.

- 1.2 Sample will be drawn from the offered lot and bonded by the representative of Chemistry Department in the presence of firm's representative, **for which an intimation shall be given by ONGC to the supplier. However, in case supplier does not depute its representative within time specified in intimation, ONGC shall carry out sampling without presence of supplier's representative.**

Sampling will be carried out as per procedure given below:

- a. Sampling will be done from each stack.
- b. Each stack shall not exceed 100/250MT(or as specified in Purchase order).
- c. Each stack will be placed properly and separately.
- d. Sampling will be done to the extent of 10 % (minimum) of the total number of bags offered at random.

The weight/volume of bags shall be verified randomly as per purchase order and record in the sampling/bonding certificate. The sample taken from individual packages shall be thoroughly mixed, quartered and packed properly. These samples will carry a label indicating identification details of the material and shall contain one seal each of ONGC and supplier.

**However, in case supplier does not depute its representative within time specified in intimation, ONGC shall carry out sampling without presence of supplier's representative and such bulk samples shall bear seal of ONGC only.**

- 1.3 The sampling/bonding certificate & label of sample shall indicate witness signatures of all the individual parties involved in the exercise.

Two samples will be sent to lab for test, one sample will be given to supplier and the fourth one is to be retained with Chemistry Department. Chemistry Department shall forward the sample directly to the lab, and only send the intimation to the Purchase Department regarding forwarding of samples to the lab for testing.

Testing of the sample will be carried out in the ONGC laboratories / ONGC approved laboratories. In all cases where sample has passed the test and there is no dispute, the sample will be destroyed after one month from the date of receipt of corresponding bulk consignment at the Project. In case of any dispute, these samples shall be retained till resolution of said dispute. Destruction / non-destruction of such samples shall not override the supplier's obligations under warranty / shelf life or any other supply order conditions. Samples will be tested in any of the following lab nearest to the ultimate consignee.

- a) Institute of Drilling Technology, ONGC, 9 Kaulagarh Road, Dehradun-248195.

- b) Dr. B.R. Ambedkar Regional Geoscience Laboratory, WOB Makarpura Road, ONGC Vadodara
  - c) Regional Geoscience Laboratory, ONGCColony AnnaNagar, Park Road, Chennai
  - d) Regional Geoscience Laboratory, Phase -1 ONGC, Panvel, Navi Mumbai-401221
  - e) Regional Geoscience Laboratory, Sivsagar, Assam
  - f) Regional Laboratory, ONGC, Godavari Bhavan, Base Complex, Rajamundry-533106, East Godavari Dist (A.P)
- **2.0 Rejection of Bulk Sample**  
In case the sample fails on testing of the material in ONGC approved laboratory, the entire lot shall be rejected and shall be replaced by the vendor immediately, latest within two weeks of such rejection. In the event of bulk sample getting rejected, the supplier **will be** asked to reprocess it and offer again.
  - **3.0 Product Hazard / Safety:**  
The supplier should comply with all laws & regulations regarding product hazard/ safety during manufacture. It shall be the responsibility of the supplier to obtain necessary Pollution control clearance certificate required for the manufacture of the item.
  - 4.0 Essentiality Certificate where ever applicable will be provided within two weeks from date of receipt of acceptable proforma invoice at respective work centers

## 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. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 3. **Generic**

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

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

### 4. **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](#)

### 5. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before

dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

6. **Generic**

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

7. **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.

8. **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):

Not Applicable

Post Receipt Inspection at consignee site before acceptance of stores:  
At Ultimate Consignee / Destination as mentioned at Buyer Added ATC

9. **Scope of Supply**

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

10. **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.

11. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Note:**

Special Terms and Conditions-Version:2 as mentioned at Page 9 of the GeM Bid Document are outdated. Special Conditions of Contract at **Appendix-A1** of Buyer uploaded ATC document at Point 11 above may be referred in its place.

---

**Forms of PBG:**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / inter net 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 **30 days** of award of contract.

**For more details, please refer Para 5 of Buyer Added Bid Specific ATC available in the Buyer uploaded ATC document at Point 11 above.**

**Name and Contact Details of the Concerned Officer:**

Name	Email ID	Land Line No.	Mobile No.
Ashay Gupta	<a href="mailto:gupta_ashay@ongc.co.in">gupta_ashay@ongc.co.in</a>	011-2240-6865	9969226554

Bidders are requested to communicate exclusively through above-mentioned official email address only.

**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---