



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5666973
Dated/दिनांक : 27-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-01-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-01-2025 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	45 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Oil And Natural Gas Corporation Limited
Office Name/कार्यालय का नाम	Bassein And Satellite Asset
Total Quantity/कुल मात्रा	5000
Item Category/मद केटेगरी	D-Limonene
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	D-Limonene
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	D-Biotin, Modular Table, D-Mannitol, computer mouse or trackballs, D-Fructose, D (+) Xylose, Endpoint Detection and Response (EDR) Appliance / Software, D - Lactose Monohydrate, D - Shaped Connectors, Laboratory Incubators
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">• D-Biotin• D-Mannitol• D-Fructose
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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),Compliance of BoQ specification and supporting document *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

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
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	30
Quality Assurance Plan document	1733458299.pdf
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	33070

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	3

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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।

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

Beneficiary/लभार्थी :

MUMBAI

ONGC LTD ONGC LTD, STATE BANK OF INDIA , Branch :- BKC BRANCH (04380), ACCOUNT NO. 30061117039, IFSC NO. SBIN004380 BKC BANDRA EAST 400051 (Ongc Ltd)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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Details of the Competent Authority for MII

Name of Competent Authority	MoPNG OM
Designation of Competent Authority	MoPNG OM
Office / Department / Division of Competent Authority	MoPNG OM
CA Approval Number	MoPNG OM
Competent Authority Approval Date	17-11-2020
Brief Description of the Approval Granted by Competent Authority	MoPNG letter vide no. FP-20013/2/2017-FP-PNG dated 17.11.2020

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on 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.

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

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-

dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspecting 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.

D-Limonene (5000 kilogram)

Technical Specifications/तकनीकी विशिष्टियाँ

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

S.No./क्र.सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Tarasankar Mitra	410206,Shed No. 3A, B&S Store, ONGC, NHAVA SUPPLY BASE, NHAVA , Distt. Raigad	5000	30

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Undertaking BP1,BP2 AND BP3 View	Undertaking BP1,BP2 AND BP3	D-Limonene(5000)
2	packing and marking View	packing and marking	D-Limonene(5000)

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.

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

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

2. 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):

NA

Post Receipt Inspection at consignee site before acceptance of stores:
At ONGC Stores Nhava. Testing by RGL, ONGC.

3. Scope of Supply

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

4. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated

23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

5. **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.

6. **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.

7. **Generic**

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

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Clause No.	Proposed ATC for procurement of D-Limonene through GeM. Clauses adopted from GeM as ATC are as under:
1.	OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2.	Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
3.	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.
4.	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.

5.	Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. r required to be furnished along with the bid.
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2. Provision shall be uploaded in QAP (Quality Assurance plan) area of GeM bid Clause

2.0	Provision shall be uploaded in QAP (Quality Assurance plan) area of GeM bid
2.1	<p>Random sampling: For the material inspected at source, ONGC reserves the right to carry out random sampling at destination in the presence of supplier's representative. However, in case supplier does not depute its representative within time specified in intimation by ONGC regarding sampling, ONGC shall carry out sampling without presence of supplier's representative. The samples so collected shall be tested at designated ONGC Labs. Random sampling will be done on the basis of specific approval of the concerned key executive. Rejected materials shall be replaced by the supplier free of cost.</p>
2.2	<p>Sampling and testing: Destination sampling and testing of each lot will be carried for the tender item procured from indigenous sources.</p> <p>Each packing will bear mark of the manufacturer as well as name of the Chemical, Lot No. / Batch No., Date of manufacture and supply order number. The supplies will be tested and inspected on receipt before taking the material on charge by ONGC. Samples shall be drawn jointly by a team consisting of Chemist and In-charge warehouse (or his authorized representative of minimum E0 level) from ONGC.</p> <p>Supplier shall depute its representative at its own cost for witnessing sampling of tender item at destination, for which intimation will 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.</p> <p>Further, in case material is not found conforming to the specification, the supplier shall lift and replace the material within two weeks from the date of intimation at supplier's cost. In case the material is not lifted and replaced by the supplier within two weeks, ONGC may decide to return rejected material to supplier on freight to pay basis at risk and cost of the supplier.</p> <p>Total five bulk samples will be drawn during sampling / bonding. The bulk samples taken at destination will have the seal and signatures of the party and ONGC (both Chemist and I/c warehouse (or his authorized representative of minimum E0 level)). However, in case supplier does not depute its representative within time specified in intimation by ONGC regarding sampling, ONGC shall carry out sampling without presence of supplier's representative and such bulk samples shall bear seal of ONGC only with signatures of both the Chemist and I/c warehouse (or his authorized representative of minimum E0 level).</p> <p>Two (2) samples will be sent to lab for test. one (01) sample will be given to supplier, one (01) sample will be retained with Chemistry Dept. and the fifth one (01) will be kept with I/c warehouse.</p> <p>While taking out Samples from the Underlined warehouse, entry in this regard portion shall be made in the register available with Security (who will put security stamp on the samples) at the Warehouse.</p> <p>In all cases where sample has passed the test and there is no dispute, the sample will be destroyed after six months from the date of receipt of corresponding bulk consignment at the Project. In case of any dispute, these samples shall be retained till resolution of said dispute. Destruction / non-destruction of such samples shall not override the supplier's obligations under warranty / shelf life or any other supply order conditions.</p>

3.0 Following clauses may be added as user specific ATC:

1.	<p>A. Manufacturer's experience:</p> <p>In case bidder is a manufacturer of D-Limonene he should satisfy the following along with documentary evidence.</p> <p>(i) Minimum 2 years of experience of manufacturing D-Limonene (For this purpose, period reckoned shall be the period prior to the date of opening of the technical bid.)</p> <p>(ii) Should have manufactured and supplied 10% of the tendered quantity of the D-Limonene to various companies during last 05 years. (For this purpose, period reckoned shall be the period prior to the date of opening of the technical bid.)</p> <p>Documentary evidence in respect of above should be uploaded in the form of copies of relevant Purchase orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase orders, such as (i) Satisfactory Inspection report (OR) (ii) Satisfactory supply completion/installation report (OR) (iii) Consignee receipted delivery challans (OR) (iv) Central excise Gate Pass/Tax invoices issued under relevant rules of Central Excise/VAT/GST (OR) (v) Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed (vi) Execution certificate by client with order value (vii) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</p> <p>In case of supplies, made to ONGC, mere quoting of ONGC ten digit PO number is sufficient.</p>
2.	<p>B. In case the bidder is not a manufacturer, then the bidder is required to obtain documentary evidence for experience as per (i) and (ii) above from the concerned manufacturer and upload the same. Such bidder must submit authority letter from manufacturer which is valid at the time of bidding and should remain valid during the entire execution period of the order.</p>
3.	<p>C. Bidders, who have successfully executed development order for D-Limonene placed by ONGC/OIL pursuant to successful field trial testing would be considered as established source of supply and in that case, documents for satisfying BEC Clause A. (i) and A.(ii) are not required to be submitted. However, such bidders shall submit the certificate towards satisfactory execution of development order pursuant to successful field trial testing along with the techno-commercial bid.</p> <p>For Development Order issued by ONGC after 02.12.2020, such certificate should have been issued by Head INDEG only.</p>
4.	<p>D. In case Start-up bidder has supplied any quantity D-Limonene to various companies, during the last 5 years, they will be considered meeting experience criteria. (For this purpose, period reckoned shall be the period prior to the date of opening of the technical bid.)</p> <p>Documentary evidence in respect of above should be uploaded in the form of copies of relevant Purchase orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase orders, such as (i) Satisfactory Inspection report (OR) (ii) Satisfactory supply completion/ installation report (OR) (iii) Consignee receipted delivery challans (OR) (iv) Central excise Gate Pass/Tax invoices issued under relevant rules of Central Excise/VAT/GST (OR) (v) Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed (vi) Execution certificate by client with order value (vii) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</p> <p>In case of supplies, made to ONGC, mere quoting of ONGC ten digit PO number is sufficient.</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 in tender document, 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 Start-up Director/Partner.</p> <p>(ii) A declaration from the Directors/Partner of the start-up stating that bid is submitted by Start-up as Manufacturer of the quoted item (in case of procurement of Goods)/ Provider of quoted services (in case of procurement of services) and not as a trader/dealer/distributor.</p>

5.	<p>Date of delivery for the purpose of calculation of LD:</p> <p>Material is to be delivered lot-wise to ONGC Nhava offshore store where it shall be sampled and tested before taking on charge.</p> <p>Date of receipt of complete lot of material is to be considered as date of offering/ date of delivery subject to confirmation of material as per PO Specifications.</p> <p>Supplier shall provide lot-wise Proforma Invoice complete in all respect at least 10 days before the date of delivery as per delivery schedule mentioned in PO. ONGC shall provide the Essentiality Certificate. Only after confirmation of EC by ONGC, the supplier shall dispatch the material to ONGC Nhava offshore store so that the material is received within due date as per the delivery schedule or within 5 working days from the date of intimation from ONGC regarding confirmation of Essentiality Certificate whichever is later.</p> <p>Following delays shall be considered attributable to the supplier for the purpose of calculation of LD (Lot-wise):</p> <p>i) Delay in submission of Proforma invoice to ONGC beyond the prescribed period of at least 10 days before the schedule date of delivery.</p> <p>ii) Delay in supply of material to ONGC Nhava offshore store beyond the prescribed period of 5 working days from the date of intimation from ONGC regarding confirmation of Essentiality Certificate or the date of delivery as per delivery schedule, whichever is later.</p> <p>LD shall be applicable lot-wise as per delivery schedule.</p> <p>If the material fails in lab test, the actual date of receipt of complete lot of re-offered material (if successful in lab test) at destination, i.e. ONGC offshore Nhava stores will be considered as date of offering/ date of delivery.</p> <p>Part supply & part payment may be allowed if required by ONGC</p>
6.	<p>Supplier is required to enter the dispatch details in GeM portal at the time of dispatch of the lot. However, delivery details shall be entered by the supplier only after obtaining successful result of lab test.</p>
7.	<p>Warranty period/Shelf life of the supplied products shall be at least for 1 year from the date of delivery at consignee location. Should any deterioration/defects be noticed in material within 1 year from the date of delivery at consignee location, ONGC shall inform supplier. The supplier shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange replacement of the chemical at site, without any cost to ONGC within 4 months from date of lifting deteriorated/defective material from consignee location. If the supplier fails to take proper corrective action to replace the chemical satisfactorily within the above stipulated period, ONGC shall be free to take such corrective action as may be deemed necessary at supplier's risk and cost after giving notice to the supplier.</p>
8.	<p>The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST. Applicable Concessional rate of GST :12 %* as per Notification No. 08/2022-Central Tax (Rate) dated 13.07.2022</p> <p>*The applicable concessional rate of GST is subject to revision as per the prevailing government rules and GST laws. Bidder to verify the prevailing concessional rate of GST applicable prior to quoting price.</p>

C. Special Terms and Condition :-

1. Forms of EMD

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

Name ONGC LTD, Account No. 30061117039, IFSC Code SBIN0004380, Bank Name STATE BANK OF INDIA, Branch address BKC, BANDRA EAST, MUMBAI 400051.

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

2. Forms of PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). Online payment shall be in Beneficiary name ONGC LTD, Account No. 30061117039, IFSC Code SBIN0004380, Bank Name STATE BANK OF INDIA, Branch address BKC, BANDRA EAST, MUMBAI 400051.

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.

3. CONCESSIONAL RATE OF GST ON SUPPLY OF GOODS:

In terms of Notification No.3/2017-GST Legislations dated 28.06.2017 and amended vide Notification No. 08/2022 dated 13.07.2022, (as amended from time to time), domestic supply of the items specified in List attached in the Notification No. 3/2017 dated 28.06.2017 would attract concessional rate of GST @12%, subject to conditions specified therein. However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

Successful bidder must provide Proforma Invoice and details of concerned GST Commissionerate to ONGC at least 05 days prior to scheduled dispatch for arranging Essentiality Certificate (EC) from Directorate General of Hydrocarbons (DGH) in order to avail concessional rate of GST. Material should be dispatched only after receipt of EC issued by DGH.

4. Submission of invoices through VIMS portal:

Invoices along with 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 along with supporting documents can also be submitted/uploaded in the following way:

- a. 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@ongc.co.in
- b. 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 invo

- ices shall be allowed.
- ii. Invoice should be e-invoice in terms of GST Law or the digitally signed invoice only.
 - iii. Invoices need to be scanned at a minimum of 300 dpi, preferably in colour.
 - iv. Invoices should be in PDF format only.
 - v. For invoices, file name should be kept as "INVxxxxxxx.pdf" (IN V 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.

5. Contact Details of Tender Dealing Officer:

Name: Shreya Jain

Designation: Sr. MMO

Phone No: 022-26563271

Email ID: jain_shreya@ongc.co.in, Naik_lekha@ongc.co.in

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

7.0 Dispute Resolution Mechanism (Applicable for Domestic Procurement)

7.1 Notice of Dispute and Amicable Settlement

7.1.1 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.

7.1.2 After receipt of a Notice of Dispute under Clause 7.1.1 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.

7.1.3 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.

7.1.4 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 empl

oyment opportunities, loss of interest including any pre-reference or pending elite 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.

7.1.5 In case the parties fail to amicably resolve the disputes between them within 60 days of receipt of Notice of Dispute sent under Clause 7.1.1 above, the following provisions mentioned below, as applicable, shall follow.

7.2 Mediation/Conciliation

7.2.1 For Disputes above Rs 10 Lakh - through Outside Expert Council (OEC)

7.2.1.1 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.

7.2.1.2 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.

7.3 Arbitration (not applicable in case of disputes between public sector enterprises)

7.3.1 The provisions under Clause 7.3 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.

7.3.2 In case of failure to resolve a dispute amicably through amicable settlement / mediation / conciliation under the provisions of Clauses 7.1 and 7.2 above, either party may, subject to the provision under Clause 7.3.1 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.

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

(i) For claim amount up to Rs. 2 crore, by a Sole Arbitrator, to be appointed

ted 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.

7.3.4 The seat of Arbitration shall be at Delhi.

7.3.5 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.

7.3.6 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.

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

7.4.1 The provision under Clause 7.4 is applicable only for settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) and Government Department(s)/Organizations(s).

7.4.2 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].

7.4.3 Subject to the provision under 7.4.2 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 Departments/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, 2

022 (as revised time to time) and the decision of AMRCD on the said dispute will be binding on both the parties.

7.5 Adjudication by Courts

7.5.1 Any dispute not resolved or not covered under the provisions of Clauses 7.1, 7.2, 7.3 above may be referred for final adjudication by the court.

8. 'Policy for Banning/ provisional Suspension of Business dealings with erring Firms': 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. The bidder should submit an undertaking as per **Appendix- BP1, BP2 and BP3** on acceptance of **ONGC's 'Policy for Banning/provisional Suspension of Business Dealings with erring Firms'**.

Disclaimer/अस्वीकरण

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.

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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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./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।

---Thank You/धन्यवाद---