



Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-01-2025 16:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-01-2025 16:30:00		
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	Mh Asset		
क्रेता ईमेल/Buyer Email	buyer163.ongcl.mh@gembuyer.in		
Total Quantity/कुल मात्र	21000		
ltem Category/मद केटेगरी	Ferric Chloride - ONGC (Q3)		
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	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Νο		
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Νο		
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	3 Days		
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	Yes		

Bid Details/बिड विवरण		
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	
Quality Assurance Plan document	<u>1736155595.pdf</u>	
Estimated Bid Value/अनुमानित बिड मूल्य	490980	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No	
Required/आवश्यकता		

ePBG Detail/ईपीबीजी विवरण

l r			1
		No	
	Required/आवश्यकता	No	1
			1

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
MSE 1 धाराविडेंग गिंग गिंग गिंग हो हो है कि से प्रायस	

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 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 <u>OM No.1_4_2021 PPD dated 18.05.2023</u> 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. 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.

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

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with predispatch/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.

Ferric Chloride - ONGC (21000 kilogram)

Technical Specifications/तकनीकी विशिष्टियाँ

<u>* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification</u>

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Specification and Testing Procedure	Conforming Specifications Number	ONGC/WIC/13/2015 (as per attached sheet)	
	Seen and Understood attached Specifications number ONGC/WIC/13/2015	Yes	
	Test Procedure for the product	ONGC/ Test Procedure Vol-V / WIC/13 (as per attached sheet)	
	Seen and understood attached Test Procedure	Yes	
	Agree to Destination sampling, testing & Inspection as per buyer requirement	Yes	
Description	Item	Ferric Chloride - ONGC	
Packing and Marking	Packing	The material should be packed in New HDPE carbuoys with leak tight stopper and screw cap with handle strong enough to withstand rigorous of transit and storage.	
	Packing Size	25 Kg	
	Marking	Each Carbuoy shall have clear Legible marking, as given below: 1. Name of Product 2. P O No. and Da 3. Name of the Manufacturer/Supplier 4. Address of the Manufacturer/ Supplier 5. Place of Manufacture Month and Year of the Manufacture 7. Net Weight & gross weight. 8. Lot no./Batch no. 9. Hazard Warnir if any. 10. Address of the consignee	

Additional Specification Parameters - Ferric Chloride - ONGC (21000 kilogram)

	Specification Parameter Name	Bid Requirement (Allowed Values)
PACKING & MARKING Material is to be supplied as per the packing & marking mentioned in A		Material is to be supplied as per the packing & marking mentioned in ATC.
1.1		

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

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Applicable Specification Document	View
Verified and Signed Tp document	View

Consignees/Reporting Officer/परेषिती/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,IN-CHARGE, RECEIPT, ONGC, NHAVA SUPPLY BASE, NHAVA.	21000	30

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. 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.

3. 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.

4. Generic

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.

5. Generic

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

6. Generic

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

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12
%
Notification No.and date :
DLH/Indirect tax/circular/2022-23/03/47
dated
15/07/2022
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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. Scope of Supply

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

10. 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: Post Receipt Inspection

11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional Terms and Conditions for procurement of Ferric chloride:

Α.

1. Vital Criteria for acceptance of bids:- Bidders are advised not to take any exception/ deviations to the bid document. However, during evaluation of bids, ONGC may ask the bidder for clarifications/confirma tions/deficient documents of its bid. The request for clarification and the response shall be in writing and n o change in the price or substance of the bid shall be sought or is permitted. If the bidder still maintains ex ceptions/deviations in the bid, such conditional/non-conforming bids shall not be considered and may be r ejected.

2. Bid should be complete in all aspects covering entire scope of job/supply and should conform to the tec hnical specifications indicated in the bid document.

3. Tender sample: No tender sample is required to be submitted along with the bid. However, the suppli ed material will be sampled and inspected at destination i,e ONGC Store, Nhava as per inspection clause mentioned in the tender. The sample will be tested at ONGC Laboratory, RGL, Panvel as per ONGC techni cal specification provided along with the tender documents. Supplied material will be accepted only after conforming to the ONGC technical specification enclosed with the Tender.

4. Manufacturing Certificate/Authorisation:

(i) If supplier is manufacturer then they need to submit the manufacturing certif icate/self-declaration on their letterhead regarding the manufacturing of quoted product.

or

(ii) If supplier is seller/reseller then they need to submit the OEM authorised sell er/dealership certificate for quoted product.

Documentary evidence in respect of the above should be submitted.

- 5.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.**Splitting provision:** The splitting shall be applied only in line with the Gener al terms and Conditions of GeM.
- 7.Warranty period/shelf life of the supplied products/chemicals shall be 1 year fro m the date of delivery of goods at consignee location.

During the warranty period, if the performance of the products/chemicals dete riorates, then ONGC reserves the right to carry out random sampling at destination in the presence of supplier's representative. However, in case sup plier 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.

Sampling & bonding clause shall be repeated for remaining quantity of the che mical. The samples so collected shall be tested at designated ONGC Lab (RGL, Panvel). If the re-sampled material fails in lab testing, supplier has to replace t he failed quantity of the material with fresh material at their own cost within t wo weeks.

The fresh material shall be accepted only after it passes the quality control tes t in authorised ONGC laboratory (RGL, Panvel).

Random sampling will be done after getting the approval of the concerned key e xecutive.

B. QAP (Quality Assurance plan) for procurement of Ferric chloride through GeM:

1. Inspection:

Destination Sampling and testing: Destination sampling and testing of each lot will be carried for t he tender item procured from indigenous sources.

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 bef ore taking the material on charge by ONGC.

Barrel/Drum/Carboy supplied against the specified lot of the material should be inspected as per GeM c

ontract T&C.

1. Physical Condition of drums for any damage/deformation

- 2. Random weight of the drums conforming to the GeM contract
- 3. Proper seal
- 4. Packing
- 5. Marking

Lot will be sampled only if the physical inspection of Barrel/Drum/Carbuoy conforms to GEM contract. If physical inspection doesn't conform to the GeM contract then supplier will be asked to offer the materia I as per the GEM contract.

(**Note:** For LD calculation purpose, the final date of offering of the material for sampling will be conside red).

Samples shall be drawn jointly by a team consisting of Chemist and In-charge warehouse (or his authori zed representative of minimum E0 level) from ONGC.

Supplier shall depute its representative at its own cost for witnessing sampling of tender item at destin ation, for which intimation will be given by ONGC to the supplier. Supplier shall be given a maximum of 3 days time (including holidays) for deputing its representative for witnessing the sampling. However, i n case supplier does not depute its representative within time specified in intimation, ONGC shall carry out sampling without presence of supplier's representative.

Further, in case material is not found conforming to the specification, the supplier shall lift the material within two weeks from the date of intimation at supplier's cost. In case the material is not lifted by the s upplier within two weeks, ONGC may decide to return rejected material to supplier on freight to pa y basis at risk and cost of the supplier. Further Supplier will replace the material at its cost within deli very schedule, failing which Provision of "Failure and Termination Clause/Liquidated Damages Clau se" of Tender document will be applicable. Supplier shall provide an undertaking to this effect along wi th bid or Supplier has to provide an undertaking on their letterhead for acceptance of all buyer added bi d specific additional terms & Conditions for entire period of order execution.

If there is more than one lot, the material should be preferably offered in the order of the lot. Re-offered material must be marked as Re-offer.

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 authori zed representative of minimum EO 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 signatur es of both the Chemist and I/c warehouse (or his authorized representative of minimum EO level).

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. 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.

In all cases where sample has passed the test and there is no dispute, the sample will be destroyed afte r six months from the date of receipt of corresponding bulk consignment at the Project. In case of any di spute, these samples shall be retained till resolution of said dispute. Destruction / non-destruction of su ch samples shall not override the supplier's obligations under warranty / shelf life or any other supply o rder conditions.

2.Rejection

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

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

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

(Option-II) Supplier may lift the failed material, re-process it and re-offer. Supplier will replace the mat

erial at its cost within delivery schedule, failing which provision of the "Failure and Termination Clause" / "Liquidated Damages Clause" of tender document will be applicable.

In either of the above options, item will be re-sampled and re-tested. If even the re-offered material und er option-I or re-processed and re-offered material under option-II fails, following action shall be taken:

a) Incident shall be raised in GeM portal and necessary action against the supplier will be taken as per the GeM GTC/GeM Contract.

b) Failure of two consecutive lots may result into cancellation of purchase order and forfeiture of Perfor mance Security (PS).

C. User specific ATC for procurement of Ferric chloride:

1. Date of delivery for the purpose of calculation of LD:

Material is to be delivered in a single lot to ONGC Nhava offshore store where it shall be sampled and te sted before taking on charge.

Date of receipt of complete lot of material is to be considered as date of offering/ date of delivery subje ct to confirmation of material as per PO/GeM Contract Specifications.

However, on inspection, if it is found that the packing and marking of the supplied material is not as per the GeM contract terms and conditions, then, the date of delivery for the purpose of calculation of LD s hall be the date in which the supplier has offered the material with proper packing and marking.

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. O nly 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 d ays from the date of intimation from ONGC regarding confirmation of Essentiality Certificate whichever is later.

Following delays shall be considered attributable to the supplier for the purpose of calculation of LD (Lo t-wise):

i) Delay in submission of Proforma invoice to ONGC beyond the prescribed period of at least 10 days bef ore the schedule date of delivery.

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 dat e of delivery as per delivery schedule, whichever is later.

LD shall be applicable lot-wise as per delivery schedule.

If the material fails in lab test, the actual date of receipt of complete lot of re-offered material at destina tion, i.e. ONGC offshore Nhava stores will be considered as date of offering/ date of delivery.

Part supply is allowed only in case of operational requirement of ONGC (which will be intimated by ONG C). However, payment will be processed after the complete receipt of respective Lot.

Quantum of LD:

Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum e quivalent to ½% (Half percent) of the contract/supply order price of the whole unit per week for such de lay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) whic h the contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidate d damages may be up to a ceiling of 10% of the contract/PO price of the whole unit of stores which the contractor/supplier has failed to deliver within the period fixed for delivery.

2. The supplier shall strictly adhered to the delivery schedule of GeM Contract and intimate ONGC befor e despatching the material from their site. If the delivery is delayed due to any constraints in part of ON GC, delivery schedule may be suitably extended and LD may be waived off with approval of the compet ent authority.

3. 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.

4. For procurement of chemicals, submission of test report along with bid shall not be re quired / mandatory. However, in respect of performance chemicals, in case a bidder wish es to get their material tested in ONGC lab on payment basis before submission of their offer, then such facility on payment basis shall be available.

D. Bidder should submit the following undertakings on Company's Letter Head

- 1. Bidder will supply the material as per ONGC technical specifications and will adhere to it during t he entire period of contract.
- 2. Bidder agrees to the terms and conditions of the "Destination sampling and Testing" of supplied material as per **QAP**.
- 3. Bidder agrees to the terms and conditions of the "Rejection of Bulk Sample" as per **QAP.**
- 4. Bidder confirms to supply the material in "Standard Packing & Marking" as specified in tender ter ms and conditions.
- 5. The Bidder is (i) Manufacturer of the qu oted item(s), OR
 - (ii)Authorized sole selling agent / authorized dealer / authorized distributor / authorized supply hou se of the quoted manufacturer i.e..... manufacturer of the tendered item.

(Please strike out (cross) the option which is not applicable)

In case bidder has sought exceptions/deviations from the ONGC technical specifications & testing proced ure, Destination sampling and testing of supplied material, terms and conditions of the "Rejection of Bulk Sample" clause and packing & marking clause, their bids shall be rejected.

Signature of the Bidder

Name..... Seal of the Company

E. PACKING & MARKING:

Packing: The material should be packed in new HDPE Carbuoys with leak tight stopper and screw cap wi th handle, strong enough to withstand rigours of transit and storage.

Capacity: Net weight 25 KG per carbuoy

Marking: Each Carbuoy should have clearly legible marking as given below: (only stencil marking is a cceptable):

- a. Name of the Product / Brand.
- b. Name of Manufacturer/ Supplier
- c. Purchase Order no. & Date.
- d. Month & year of Manufacture.
- e. Lot Number & Batch No.
- f. Drum No.
- g. Gross weight & Net Weight.
- h. Consignee Address-I/C Receipt, Nhava Supply Base, ONGC, Nhava

i. Asset name

J. Hazard Warnings, if any.

Note: Paper/PVC/plastic sticker is not acceptable.

F. Delivery schedule:

Material is to be offered for inspection at destination on or before 30 days from the date of placement of G EM Contract.

Chemical name	Quantity	Lot No	Delivery schedule
Ferric chloride	21,000 KG	Single Lot	Within 30 days of placement o f GEM Contract.

G.<u>Terms of Payment:</u>

100% payment of the order shall be made within 10 calendar days from the date of submis sion of clear/undisputed Invoices along with supporting documents through VIMS Portal (<u>htt ps://vims.ongc.co.in/</u>).

Tax Invoice (PDF digitally signed with class II/ III signature) and supporting documents shoul d be uploaded in VIMS Portal by logging-in with the help of Vendor Code.

Following documents / details should be furnished along with the invoice (SAP PO number must be mentioned therein) in cases involving payment after receipt of material at destinat ion:

(a) (Digitally signed) Tax Invoice issued under relevant GST legislations/ rules indicating rat es 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 ackn owledged by the consignee, for receipt of material. (Required for payment & Liquidated da mages purpose.)

c) QCC and TPI (as applicable) Report for satisfactory inspection, wherever pre-despatch in spection is applicable. (Not required for payment, required only for archival purpose)

d) Warranty/ Guarantee Certificate. (Not required for payment, required only for archival p urpose)

e) Any other document specifically mentioned in the Purchase Order, or supporting docum ents 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) (required for pay ment & for archival purpose)

g) E Invoice if applicable

Note:

i) Bidder who is under composition levy of the GST legislation would raise Bill of supply inst

ead 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 bi Il rules, on FOR destination basis, e-Way bill shall be generated by the supplier. However, i n case of purchases from Unregistered Supplier, ONGC would generate e-Way Bill.

Billing Instructions:

Billing address for raising invoice and Payment Authority:

GM (F&A), MH Asset, ONGC, 5th FLOOR, B-WING, VASUDHARA BHAVAN.

Please sent Bills/Invoice in VIMS (https://vims.ongc.co.in/) to the payment authority. Any inf ormation relating to payments needs to be shared/asked through dedicated email : <u>SSC_su</u> <u>pport@ongc.co.in</u>

a. Shipping address for material supply would be IN-CHARGE, RECEIPT, ONGC, NHAVA SUPP LY BASE, NHAVA., RAIGAD, MAHARASHTRA-410206.

b. Vendor needs to mention place of supply as "ONGC OFFSHORE/OTHER TERRITORY".

c. The items are intended for offshore platform and the GST NO. For offshore platform is 97 AAACO1598A1ZG and hence the invoice shall reflect that the items are for MH offshore plat form with IGSTN NO. 97AAACO1598A1ZG and also mention ONGC PAN AAACO1598A on the Tax Invoice.

H. Dispatch Instructions :

Materials to be securely pack to avoid damage in transit at the risk and cost of the supplier. Nhava Supply Base is a Captive Port falling under the jurisdiction of JNPT and supplies to ne ed to follow procedures and maintain documents for entry as per JNPT guidelines. The entry process like Approvals from concerned authority, weighment of consignments and Scannin g of vehicles may take 2 to 3 hours depending on number of vehicles coming inside any pa rticular day. The supplier should plan their deliveries accordingly. If Vehicle has arrived afte r 2 PM, unloading may be difficult on same day depending on number of vehicles arrived a nd waiting for unloading.

To facilitate the entry process, the supplier should forward consignment dispatch and arriva I details to Shri Tarasankar Mitra, CM(MM), mail ID : mitra_ts@ongc.co.in, Mobile: 771009-1 550 and also to the following officials:

1. Shri Rahul Ghanawat, MMO, email :Ghanwat_Rahul@ongc.co.in, Mobile No: 9136402944

2. Shri Dhanaji R. Gangadhare, Jr. Asstt.(MM), email : Dhanaji Gangadhare/ONGCL@ONGCL, Mobile No: 7738031820.

Supplier should submit all dispatch documents as specified in PO at Nhava Stores for accep tance of delivery.

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 <u>attached categories</u>, 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 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---