बिड संख्या/Bid Number: GEM/2026/B/7919820
दिनांक /Dated: 14-08-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-09-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-09-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Oil And Natural Gas Corporation Limited
कार्यालय का नाम/Office Name	393010
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :patel_pradip@ongc.co.in Buyer Email id: p_sajeshv@ongc.co.in
कुल मात्रा/Total Quantity	219
वस्तु श्रेणी /Item Category	Hydrochloric Acid for Well Stimulation for (ONGC) (Q3)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
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	3
विगत प्रदर्शन /Past Performance	10 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within **10** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

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).	14

(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
393010, NA, Oil and Natural Gas Corporation Limited, Ministry of Petroleum and Natural Gas
(Ongc Ankleshwar)

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	MoPNG
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	MoPNG
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	MoPNG
सीए अनुमोदन संख्या/CA Approval Number	MoPNG
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	18-11-2024
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Since the case value is less than Rs 1 Crore, Purchase Preference to MII shall not be applicable in the instant case as per clause no. 3(a) of PMC Circular No. Circular No. 52/2024-cum-BL Amendment No. BL/01/163 and BL/02/134 dated 18.11.2024 read with MoPNG Order No. FP-20013/2/2017- FP-PNG-Part (4) (E-41432) dated 26/04/2022.

Competent Authority Approval for not opting Make In India Preference : View Document

एमएसई खरीद वरीयता/MSE Purchase Preference

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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment.

For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Hydrochloric Acid For Well Stimulation For (ONGC) (219 metric tonne)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी 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)
Description	**Item**	HYDROCHLORIC ACID FOR WELL STIMULATION for ONGC
	Conforming Specification number	ONGC/WS/24/2015 (as per parameters indicated below)
	Physical State	The material shall be a clear, colourless or light yellow liquid, free from visible impurities

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Requirements	**Total acidity as HCl, percent by mass, min**	30
	Residue on ignition, percent by mass, max	0.1
	Iron as Fe +3, percent by mass, max	0.02
	Fluoride (Qualitative test)	Negative
	Sulphate (Qualitative test)	Negative
	Water content, percent by volume, max	0.5

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Applicable Specification Document	View
Applicable Drawing Document	View

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	SANJAY BANSILAL GANGVEKAR	393010,New building, ONGC	219	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.
   - **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�mLs 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�mLs 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 bagsoffered 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�mLs 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 thesupplier�mLs obligations under warranty / shelf life or any other supply order conditions.
Samples will be tested in any of the following lab nearest to theultimate 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 entirelot 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 applicablewill 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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

A. Technical BEC:

1. Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

2. Manufacturer Experience:

In case the bidder is a manufacturer of the Hydrochloric Acid, he should satisfy the following along with documentary evidence, which should be uploaded along with the bid at GeM portal.

(a) Minimum 1 years of experience of manufacturing of Hydrochloric Acid.

(**b) Should have manufactured and supplied minimum of 10% quantity of Hydrochloric Acid– 21.9 MT to various companies during the last 3 years.**

For meeting the requirement above at (a) & (b), the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid.

(c) Documentary evidence in respect of the above (a) and (b) should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as - (i) Satisfactory Inspection report (OR) (ii) Satisfactory supply completion / Installation report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass/ Tax Invoices issued under relevant rules of Central Excise / VAT/GST (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

3. In case the bidder is not a manufacturer, then the bidder is required to upload documentary evidence in respect of the above 2(a) and 2(b) of the concerned manufacturer (having supplied such items either by manufacturer himself or through his distributor), along with the bid at GeM portal.

FOR EXAMPLE, IF BID WILL OPEN ON 01.09.2026 THEN

For part (a), Minimum 1 years of experience of manufacturing of Hydrochloric Acid means bidder had manufactured and supplied some quantity of Hydrochloric Acid before 01.09.2025 (Supply Order & Execution proof both are to be uploaded along with bid documents at GeM Portal).

For part (b), bidder should have manufactured and supplied minimum of 10% quantity of Hydrochloric Acid – 21.9 MT during last 3 years means between 01.09.2023 to 01.09.2026 (Supply Order & Execution proof both are to be uploaded along with bid documents at GeM Portal).

Towards proof of manufacturing experience and past supply record, the purchase orders generated through the SAP system (POs having ten digit PO number) or GeM contracts placed by Corporate MM, Dehradun / Delhi or any work center of ONGC, a list of such purchase order/ GeM contract reference numbers is sufficient. For other supply orders, the documentary evidence in respect of 2. (a) & 2. (b) need to be submitted/uploaded.

Note: Such bidder must submit authority letter from manufacturer on manufacturer's letter head, who authorized him to market Hydrochloric Acid against this tender, which is valid during the time of bidding and should remain valid during the entire execution period of the order.

4. Bidders, who have successfully executed Development order for Hydrochloric Acid 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 Clause 2(a) & 2(b) are not required to be submitted. However, such bidders shall submit the certificate towards satisfactory execution of development order pursuant to successful field trial testing along with the techno-commercial bid.

For Development Order issued by ONGC after 02.12.2020, such certificate should have been issued by Head INDEG only.

5. Applicable for bidders submitting their bid as Start-up:

In case Start-up bidder has successfully executed Purchase Order placed by ONGC/OIL/IOCL/HPCL/BPCL/GAIL for Hydrochloric Acid and the material supplied has been used in field satisfactorily, then such Start-up bidders will be considered meeting experience criteria as per Clause 2(a) & 2(b). In this regard, bidder shall submit copy of purchase order/contract along with supporting document towards having used the material satisfactorily in the fields.

The above relaxation is subject to submission of documents as mentioned below:

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:

a) 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.

b) 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.

6. Bidder has to submit following undertakings i.e. (i) to (iii) (duly filled and stamped) on their letterhead.

i) I .... hereby undertake that " in case material is not found conforming to the specification, We shall lift and replace the material within two weeks from the date of intimation by ONGC at our own cost. In case the material is not lifted and replaced within two weeks, ONGC may decide to return rejected material to supplier on freight to pay basis at risk and cost of the supplier. Further, Supplier will replace the material at its cost within delivery schedule, failing which provision of "Failure and Termination Clause/ Liquidated Damages Clause" of Tender document will be applicable.

ii) Accept all conditions as contained in the tender document unconditionally.

iii) The Bidder is (i) Manufacturer of the quoted item(s), OR (ii) Authorized sole selling agent / authorized dealer / authorized distributor / authorized supply house of the quoted manufacturer i.e. .... manufacturer of the tendered item. In case bidder has sought exceptions/deviations from the ONGC technical specifications & testing procedure, Destination sampling, bonding and de-bonding of supplied material and conditions of the "Rejection of Bulk Sample" and packing & marking clause as per Special condition of contracts, their bids shall be rejected.

Note: In addition to above undertakings, kindly submit commercial undertakings also along with the bid as mentioned in point no. C.(iv).

B. Special Contract Conditions (SCC):

1. OPTION CLAUSE:

The Purchaser reserves the right to increase or decrease the quantity to be ordered upto 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 (Increased quantity ÷ Original quantity) × 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. 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 REQUIRED.

Post Receipt Inspection at consignee site before acceptance of stores: AT ONGC, PTYS & CPF-GANDHAR BY THE TEAM OF INDENTOR (Chemistry Section), USER DEPARTMENT & WAREHOUSE OFFICER.

3. Destination Sampling and testing of chemicals procured from Indigenous sources

Provisions shall be incorporated that each packing will bear mark of the manufacturer as well as name of the Chemical, Lot No. / Batch No., Date of manufacture and supply order number. The supplies will be tested and inspected on receipt before taking the material on charge by ONGC. Samples shall be drawn jointly by a team consisting of representatives from user department, Chemistry section, and warehouse, selected by a randomizer (Representative of minimum E0 level) from ONGC. Supplier shall depute its representative at its own cost for witnessing sampling of chemicals at destination, for which an intimation shall be given by ONGC to the supplier. However, in case supplier do not depute its representative within time specified in intimation, ONGC shall carry out sampling without presence of supplier's representative.

Further, in case material is not found conforming to the specification, the supplier shall lift the material within two weeks from the date of intimation at supplier's cost. In case the material is not lifted by the supplier within two weeks, ONGC may decide to return rejected material to supplier on freight to pay basis at risk and cost of the supplier. Further, Supplier will replace the material at its cost within delivery schedule, failing which provision of "Failure and Termination Clause/ Liquidated Damages Clause" of Tender document will be applicable. Supplier shall provide an undertaking to this effect along with bid.

Total Five bulk samples will be drawn during sampling / bonding. The bulk samples taken at destination wil l have the seal of the party and ONGC.

OTP authenticated sampling certificate created through randomizer should have seal of the party/supplier and ONGC along with details of representatives from user department, Chemistry section, and warehouse, selected by a randomizer (of minimum E0 level). This activity of sampling shall be videographed by the te am member decided by team and shall be uploaded on ONGC portal directly with only view option. The res ponsibility covering all important aspects of sampling shall be with the team. The sample Barcode/ QR cod e generated on ONGC randomizer to be provided by warehouse officer. The sample bottles will be arrange d by Chemistry section.

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

(a) Two (02) sample to be sent to Lab for test,

(b) One (01) sample will be given to supplier

(c) One (01) sample will be retained with Chemistry Dept.

(d) One (01) will be kept with I/c warehouse.

Sample upkeep to be done by respective custodian. User Dept. shall forward the samples directly to the la boratory and send intimation to the Purchase Dept. regarding forwarding of samples to the laboratory for t esting.

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

The uploaded video shall have only “view” option.

In all cases where sample has passed the test and there is no dispute, the sample will be destroyed after si x 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 sample s shall not override the supplier’s obligations under warranty / shelf life or any other supply order conditio ns.

Destination sampling and testing of the material supplied in tankers:

The supplier has to offer the material as staggered delivery in supplier’s tankers (15-25 MT) on as & when required basis within 7 days from the date of intimation from ONGC at destination ONGC, CPF Gandhar/ON GC Installations, Gandhar. Tanker should be sealed at all sampling points. On arrival of tanker at CPF Gand har/ ONGC Installations, samples shall be drawn jointly by a team consisting of Chemist, user section and warehouse officer (or his authorized representative of minimum E0 level) from ONGC and the tanker shall remain standby. The supplier has to depute its representative to witness the sampling of material at desti nation. 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. S ample drawn from the tanker will be tested at any one of the designated ONGC laboratories.

Results of test report are final and binding on all parameters. No claim from the supplier in this matter shal l be entertained. On conforming the material as per ONGC specification, un-loading of approved material s hall be made immediately at CPF Gandhar/ ONGC Installations. Normally the tanker will be unloaded same day provided it reports at CPF Gandhar/ ONGC Installations at 09.00 Hrs. ONGC shall not bear any expendi ture towards retention charges of the tanker. If material in the tanker fails in lab test then the supplier has to replace the material on his own risk and cost.

Note: The tanker should be roadworthy and in good condition. Unloading of the material at de stination is to be arranged by the supplier. Hence, suitable pump provision must be available with tanker for transferring the Hydrochloric Acid from tanker to the storage tank of ONGC. T he tanker should be fitted with spark arrester/ mufflers. The material shall be transported to d estination by Tanker Car. The Cylinders / Tankers will have certificate of Storage, road worthin ess in totality from Competent Authority e.g. C.I.E (Chief Inspector of Explosives), Nagpur.

Rejection of Sample:

The materials rejected by the Inspection Officer during this inspection will be replaced/reoffered by vendor within the delivery schedule of Purchase Order failing which provision of “Failure and Termination Clause/ Liquidated Damages Clause” of Tender document will be applicable. Any rejection by Inspecting Officer sh all be considered final and binding on the vendor and such terms should be included in the contract.

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-tested in his presence from the same laboratory where it was teste d earlier using guard sample available with lab within 14 days from intimation of indenter.

(Option-II)

Supplier may lift the failed material within 14 days from the date of intimation at supplier’s cost. Supplier will re-process, re-offer and replace the material at its cost within delivery schedule, failing which provision of “Failure and Termination Clause/ Liquidated Damages Clause” of Tender document will be applicable.

If even the re-tested material under Option-I or re-processed and re-offered material under Op tion-II fails, following action shall be taken :-

i. If Order is for supply of complete order quantity in single lot, ONGC will Terminate/Cancel the order and I nvoke Security Deposit against the order. The Process of Vendor banning as per Annexure-37 of SCM Manu al shall be followed.

ii. If ordered quantity is to be supplied in more than one lot, supplier may be given one more chance to re place and re-offer the material at its cost within delivery schedule or as agreed by ONGC only in case past lots or any subsequent lots supplied were passed in testing/acceptable to ONGC.

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

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

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

5. Delivery is required on ‘As and when required basis’ within 7 days of issue of delivery advice.

6. For hazardous chemical/item, all precautionary measure as per regulation from the point of transportati on/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dis patch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ s helf Life etc are to be written/ printed/ pasted on the body of the packing.

7. Shelf Life: The Product to be supplied as part of the services must have minimum 12 MONTHS Shelf Life On the date of supply of material at store

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

9. 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, i f: i) The Seller fails to comply with any material term of the Contract. ii) The Seller informs Buyer of its inab ility to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability othe rwise becomes apparent. iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulat ed Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly. iv) The Seller b ecomes bankrupt or goes into liquidation. v) The Seller makes a general assignment for the benefit of cred itors. vi) A receiver is appointed for any substantial property owned by the Seller. vii) The Seller has misre presented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

10. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the sc reenshot of GST portal confirming payment of GST.

11. 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.

12. The date of receipt of tanker at destination i.e. at ONGC CPF GANDHAR, NEAR VILLAGE CHAN CHVEL, GA NDHAR - 392140 DISTRICT – BHARUCH, GUJARAT will be considered as date of delivery for all purposes provided the material conforms to the tender specification.

13. Delivery Schedule: Staggered delivery in supplier’s tankers (15-25 MT) on as & when required basis a t 7 days advance notice. The material is to be supplied in 12 months or full ordered quantity of PO whichev er is earlier.

14. If the material fails in lab test, the actual date of receipt of complete lot of re-offered material at destin ation, i.e. ONGC stores, Gandhar will be considered as date of offering/ date of delivery.

15. Supplier is required to enter the dispatch details in GeM portal at the time of dispatch of the lot. Howe ver, delivery details shall be entered by the supplier in GeM portal only after result of the lab test is out.

16. The material to be delivered in the supplier’s tanker (15-25 MT) on as and when required bas is within 7 days of issue of delivery advice or intimation from ONGC. LD will be applicable on the lot value (ordered on as and when required basis), if the supplier fails to deliver the material within 7 days of issue of delivery advice or intimation from ONGC for the particular lot.

17. Bidders are required to follow the golden parameters/ technical specifications as uploaded in the Buye r defined ATC document. The document uploaded in Buyer defined ATC document shall supersede all othe r contradicting or missing conditions in the bid document.

18. Bid should be complete in all aspects covering entire scope of supply and should conform to the techni cal specification indicated in the bid document, duly supported with technical catalogues/literatures, where ver applicable. Incomplete and nonconforming bids will be rejected outright.

19. ONGC shall not bear any additional charges while participation on GeM portal, during execution of ord er or any other GeM related charges/fee. Bidder has to bear it on their own expense.

20. Testing of products developed/supplied by vendors prior to dispatch of bulk supply helps vendors/supp liers to check performance against ONGC Specifications. Vendors/suppliers may get their products tested at RGLs on payment basis prior to dispatch of bulk supply. For Hydrochloric Acid: The testing charges of sa mple is **Rs. 11,139.00 + GST**

21. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at follo wing address ONGC STORE, PTYS & CPF GANDHAR, NEAR VILLAGE CHANCHVEL, GANDHAR – 392140 DIST RICT – BHARUCH, GUJARAT.

22. Product Hazard / Safety: The supplier should comply with all laws & regulations regarding product haz ard/ safety during manufacture. It shall be the responsibility of the supplier to obtain necessary Pollution c ontrol clearance certificate required for the manufacture of the item.

23. ONGC reserves the sole discretion to modify the inspection procedures, including sampling, bonding & debonding, and testing, at any stage of the tendering process or afterward of the contract, provided that th e technical specifications and testing procedures remain unchanged.

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<u>C. Commercial ATC:</u>

i) The successful Bidder, within 30 (thirty) days from the date of issue of LOA/NOA from the Purchaser, will be required to send Performance Security in the form of a NEFT/RTGS/Electronic fund transfer to designate d account of ONGC (account details mentioned below) or in lieu thereof, Performance Bond for an amount equivalent to 3% of the contract value in the form of an Electronic Bank Guarantee (e-BG) or Insurance su rety Bond as per format at GeM portal.

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

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 Account Name : Oil and Natural Gas Corporation Limited

Bank Name: State Bank of India

Branch: Bandra Kurla Complex

Branch Code: 04380

Bank Account No: 35045313773

IFSC Code: SBIN0004380

SWIFT Code: SBININBB356

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.

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

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

In case the SD is submitted via Electronic Bank Guarantee (e-BG) through National E Governance Services Limited (NeSL) platform, bidders will be required to provide the details of e-BG such as Number, Date, Name of issuing bank, Expiry, Claim period and amount through GeM Contract and email. The e-BG in pdf format should also be submitted by bidder through GeM Contract and email. The details of Beneficiary (ONGC) are as under:

(i)	PAN	AAACO1598A
(ii)	Name	Oil and Natural Gas Corporation Limited
(iii)	Date of Incorporation	23.06.1993
(iv)	Email ID	**ebg@ongc.co.in**
(v)	Contact No.	**7428133002**
(vi)	Legal Constitution	Entity
(vii)	Registered office address	Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70
(viii)	Registered office address Pin code	110070

(ix)	Communication address	ONGC, Shared Service Center, 1st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh
(x)	Communication Address Pin code	201309

Beneficiary Account Name	Oil and Natural Gas Corporation Limited
Bank Name	State bank of India
Branch	CAG Delhi,
Branch Code	17313
Bank Account No	42559953079
IFSC Code	SBIN0017313
SWIFT Code	SBININBB824
Account Type	CC

ii) (c) In case of contracts placed following e-Bidding / RA, Performance Security valid for 2 months beyond the date of completion of all contractual obligations including warrantee obligations, will be obtained from the successful Bidder, for ensuring due performance of the contract. Refer GeM GTC.

Successful bidder shall note that 'Duration of e-PBG required (Months)' indicated in this GeM bid as 02 months reckons from date of expiry of delivery date.

iii) 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 iii) 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 defi ned in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value. 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 25% of total value.

iv) The bidder shall submit following undertakings on bidder's letterhead (from (a) to (c)) and (d) on manufaturer's letterhead along with their techno-commercial bid submitted vide GeM portal:

a) Declare that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC debarring them from carrying on business dealings with ONGC."

b) This has reference to our proposed contract regarding .... to be entered into with Oil and Natural Gas Corporation Ltd. (ONGC). For the purpose of Section 297/299 of the Companies Act, 1956, we certify that to the best of my/our knowledge:

(i) I am not a relative of any Director of ONGC;

(ii) We are not a firm in which a Director of ONGC or his relative is a partner;

(iii) I am not a partner in a firm in which a Director of ONGC or his relative is a partner;

(iv) We are not a private company in which a Director of ONGC is a Member or Director;

(v) We are not a company in which Directors of ONGC hold more than 2 % of the paid-up share capital of our company or vice-versa.

c) Bidder undertakes to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit.

d) BACKUP AUTHORITY LETTER OF MANUFACTURER

(to be submitted on the MANUFACTURER's Letterhead)

GeM Bid No. _______________ dated __________ for ____. We _____________ _________________________________ (the manufacturer of the tendered item) authorize ______________________ ________________________ (the bidder) to market our product. Further, in case of award, this authority letter will remain valid during the entire execution period of the order.

v) Loading and Unloading at yard will be under the scope of the supplier.

vi) Successful L-1 Bidder may be asked to send a detailed price breakup (indicating GST) during award of contract to the buyer for issuance of Purchase order in the system while awarding the contract.

vii) The supplier has to upload invoices in GeM system after dispatching the material and upload invoices in VIMS Portal after publishing test report for payment process. The supplier is required to enter the dispatch details in GeM portal at the time of dispatch of lot. However, delivery details shall be entered by supplier only after successful inspection/testing at destination. The delay for uploading invoices is liable to Supplier only.

viii) Bank Draft/ Cashier's/Banker's Cheque are not to be considered as acceptable mode for acceptance of Bid Security and Security Deposit.

ix) Micro and Small Enterprise (MSE) bidder, who is holding valid Udyam Registration and is manufacturer of the offered Product, is required to carefully select the option in GeM bid for availing MSE Purchase Preference as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.

x) Bidder should preferably be a Manufacturer. In case the bidder is not a manufacturer, its bid can also be considered provided such bid is accompanied with tender specific back-up authority letter from the concerned manufacturer, who authorizes them to market their product provided further, in case of award such an authority letter should remain valid during the entire execution period of the order. Required warranty cover of the manufacturer (as per the warranty clause of the bid document) for the product will be provided by such a bidder and an undertaking to this effect shall be provided by the bidder in the techno-commerci al bid. Offers without tender specific back-up authority letter from manufacturers will not be considered.

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2. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers’ controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers’ Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---