

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	04-03-2025 16:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	04-03-2025 16:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Petroleum And Natural Gas
<b>Department Name/विभाग का नाम</b>	Na
<b>Organisation Name/संगठन का नाम</b>	Oil And Natural Gas Corporation Limited
<b>Office Name/कार्यालय का नाम</b>	Central Procurement Department
<b>क्रेता ईमेल/Buyer Email</b>	buyer841.ongcl.dl@gembuyer.in
<b>Total Quantity/कुल मात्रा</b>	4800
<b>Item Category/मद केटेगरी</b>	Perforated/Slotted Liner
<b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>	SLOTTED LINER
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Cylinder Liner, Polythene liner, Heavy Duty Storage Racks, Slotted Weight for School Laboratory, Wood screws, LINER HANGERS (Petroleum Industry), Corrugated Boxes, Slotted Countersunk Flat Head Screws- IS 1365, Fire Breathing Apparatus (SCBA - EN 137), Stainless Steel slotted Cheese Head Screw - BHEL
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Premium Casing Pipe (Petroleum Industry)</li> </ul>
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),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
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	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
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
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	CERTIFICATION ENGINEERS INTERNATIONAL LIMITED
Quality Assurance Plan document	<a href="#">1739172375.pdf</a>
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	Yes ( <a href="#">Arbitration clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
Mediation Clause	Yes ( <a href="#">Mediation clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	493000

#### ePBG Detail/ईपीबीजी विवरण

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Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	7

(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी 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/लाभार्थी :

Delhi

CENTRAL PROCUREMENT DEPARTMENT, NA, Oil and Natural Gas Corporation Limited, Ministry of Petroleum and Natural Gas  
(Central Procurement Department)

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are

excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

#### **4. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

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

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

## Perforated/Slotted Liner ( 4800 pieces )

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

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### 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, INCHARGE RECEIPT, Nhava Supply Base, ONGC, Nhava, Raigad-410206, Maharashtra, India	4800	150

### 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	Technical BEC <a href="#">View</a>	Technical BEC	Perforated/Slotted Liner(4800)
2	Technical BEC Matrix <a href="#">View</a>	Technical BEC Matrix	Perforated/Slotted Liner(4800)

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
3	QAP <a href="#">View</a>	QAP	Perforated/Slotted Liner(4800)
4	Experience and Supply Proforma <a href="#">View</a>	Experience and Supply Proforma	Perforated/Slotted Liner(4800)
5	Technical Specifications <a href="#">View</a>	Technical Specifications	Perforated/Slotted Liner(4800)
6	Steel Policy <a href="#">View</a>	Steel Policy	Perforated/Slotted Liner(4800)
7	Amendment in Steel Policy <a href="#">View</a>	Amendment in Steel Policy	Perforated/Slotted Liner(4800)

**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 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 2. Scope of Supply

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

### 3. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

#### 4. **Generic**

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

#### 5. **Generic**

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

#### 6. **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.

#### 7. **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.

#### 8. **Generic**

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 9. **Inspection**

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

ONGC Nominated Agency at ONGC's option and Cost

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

#### 10. **Certificates**

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

#### 11. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test

certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

## 12. **Warranty**

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

## 13. **Forms of EMD and PBG**

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

Oil and Natural Gas Corporation Limited

Account No.

30523059388

IFSC Code

SBIN0017313

Bank Name

State Bank of India

Branch address

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

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

## 14. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Oil and Natural Gas Corporation Limited

Account No.

30523059388

IFSC Code

SBIN0017313

Bank Name

State Bank of India

Branch address

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

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

## 15. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**NOTE:- Please Read PERFORATED/SLOTTED LINER (4800 Pieces) as "PERFORATED /SLOTTED LINER (4800 Meter)" on Page No. 5 of Bid Document**

### **Technical BEC for Slotted Liner / Perforated Liner**

A	<b>Vital criteria for acceptance of bids</b>
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A.1	<p>Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to ONGC within the date specified in the NIT and bid document. ONGC after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.</p> <p>However, during evaluation of bids, ONGC may ask the Bidder for Clarifications / confirmations / deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.</p>
B	<b>REJECTION CRITERIA:</b>
B.1	<p><b>Technical rejection criteria</b></p> <p>The following vital technical conditions should be strictly complied with failing which the bid may be rejected:</p>
<b>B.1.1 (a)</b>	<p>Bid should be complete in all aspects covering entire scope of supply for each item quoted and should conform to the technical specifications indicated in the bid document, duly supported with technical catalogues / literatures (soft copy), wherever applicable. In complete and non-conforming bids may be rejected</p>

<p><b>B.1.1 (b)</b></p>	<p>The bidder can be either any one of the following or authorized Supply house of any one of the following:</p> <ul style="list-style-type: none"> <li>i. API-5CT approved Manufacturer of threaded and coupled Casing pipe.</li> <li>ii. API-5CT approved Processor of threaded and coupled Casing pipe.</li> <li>iii. API-5CT approved Threader.</li> </ul> <p>–</p> <p>If, Manufacturer/ Processor/ Threader tie up with Slot Cutter / Perforated Hole Cutter to cut Slot, in that case, Manufacturer/ Processor/ Threader has to indicate the details of Slot Cutter / Perforated Hole Cutter along with techno-commercial bid.</p> <p><u>iv Slot Cutter / Perforated Hole Cutter</u></p> <p>If bidder is Slot Cutter / Perforated Hole Cutter then Slot Cutter / Perforated Hole Cutter should have tie up with API-5CT approved Manufacturer/Processor/Threader of threaded and coupled Casing pipe.</p> <p>–</p> <p><b>The bidder should clearly indicate the category under which the quote is submitted.</b></p>
<p><b>B.1.2</b></p>	<p><b>Experience of Manufacturer /Processor/ Threader</b></p> <p>Manufacturer/Processor/Threader of the threaded and coupled casing pipe should satisfy clause B.1.2 along with documentary evidence which should be enclosed along with the techno-commercial bid</p> <p>If bidder is authorized sole selling agent / authorized dealer / authorized distributor / authorized supply house of API approved Manufacturer /Processor/ Threader, then the Manufacturer /Processor/ Threader whose items are offered / quoted by the bidder should satisfy clause B.1.2.</p>

**B.1.2 (a)**

Minimum 3 years of experience of manufacturing / processing/ threading similar material under API certification, as defined below at B.1.2 (f). For this purpose the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid.

In order to establish minimum 3 years manufacturing experience, document submitted in respect of satisfactory execution of the purchase order as per BEC Clause B.1.2 (d) should be 03 years prior to the original date of techno-commercial (Unpriced) bid opening.

Copy of API-5CT certificate for the period\* for which supply record is being provided, shall be submitted along with Techno-Commercial Bid.

**\*Defined as period from the date of PO to the date of other document submitted as per BEC Clause B.1.2(d) regarding satisfactory execution of PO.**

**B.1.2 (b)**

Should have manufactured/ processed/ threaded and supplied similar material, as defined below at B.1.2 (f), 10 % of tendered quantity to ONGC or to companies which are in the business of exploration and production *and/or refining and/or processing* of hydrocarbons during the last 5 (five) Years.

For this purpose the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid.

In order to establish manufacturing experience, document submitted in respect of satisfactory execution of the purchase order as per BEC Clause B.1.2 (d) should be within 05 years the original date of techno-commercial (Unpriced) bid opening.

Copy of API-5CT certificate for the period\* for which supply record is being provided, shall be submitted along with Techno-Commercial Bid.

\*Defined as period from the date of PO to the date of other document submitted as per BEC Clause B.1.2(d) regarding satisfactory execution of PO.

**B.1.2 (c)**

**In case the bid is against development order:**

Bidder (Domestic Manufacturer) who have successfully executed the development order for the Casing Pipe of similar material as defined in B.1.2 (f) placed by ONGC/OIL pursuant to successful field trial testing should be considered as established source of supply and in that case, documents for satisfying B.1.2(a) and B.1.2(b) above are not required to be submitted. However, such bidders shall submit the certificate towards satisfactory execution of development order pursuant to the successful field trial testing along with techno-commercial bid.

For development orders issued by ONGC after 02.12.2020 such certificate should have been issued by Head INDEG Cell, ONGC only.

The certificate should have been issued on or before originally scheduled date of opening of the techno-commercial bid.

Domestic manufacturers, who are having requisite experience, would also be eligible to supply material from their new/other plant provided the plant has requisite API certificate.

However documents supporting that the domestic manufacturer has satisfactorily executed the development order should be submitted along with the techno-commercial bid. Such domestic manufacturers should have valid API 5CT and should be submitted along with the techno commercial bid.

**B.1.2 (d)**

Documentary evidence in respect of the B.1.2 (a), (b) & (c) above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as –

(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.

As a proof of manufacturing experience and past supply record for the purchase / supply orders placed by Corporate MM, Dehradun / Delhi or any work centre of ONGC, a list of such supply orders (POs having ten digit number) generated through the SAP system is sufficient.

For other supply orders, documents in respect of B.1.2(a) & B.1.2(b) need to be submitted as mentioned above.

**B.1.2 (e)**

**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 supply of similar material as defined at BEC Clause no. B.1.2 (f) and the material supplied has been used in field satisfactorily, then such Start-up bidders will be considered meeting experience criteria as per BEC Clause B.1.2 (a) and B.1.2 (b). In this regard, bidder shall submit copy of purchase order/contract along with supporting document towards having used the material satisfactorily in the fields.

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 above, then they should submit the following documents:

(i) Registration Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT), earlier known as Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce, certified by Startup Director/Partner.

**(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.

–

The documents should have been issued on or before originally scheduled date of opening of the techno-commercial bid.

**B.1.2 (f ) Definition of Similar Material****For tendered items falling under API-5CT**

Threaded & coupled Casing Pipe / Slotted Liner / Perforated Liner of tendered size or higher size and tendered grade or higher grade and having same or higher minimum yield strength as per table below shall be considered as similar material.

<b>With Experience of (as per BEC clause B.1.2 )</b>	<b>Qualified for</b>
H	H
J	H, J
K	H, J, K
N	H, J, K, N
R	H, J, K, N, R
L	H, J, K, N, M, L
C-90	H, J, K, N, M, L, C-90
T	H, J, K, N, R, M, L, C-90, T
C-110	H, J, K, N, R, M, L, C-90, T, C-110
P	H, J, K, N, R, P
Q	H, J, K, N, R, P, Q



**B.1.2 (g)**

Manufacturer / Processor / Threader should submit copy of respective / applicable valid API-5CT authorisation.

API-5CT authorisation should be valid on the date of opening of un-priced bid and manufacturer / processor / threader should submit the confirmation/undertaking (as per Annexure-A) along with the bid to keep the API-5CT authorisation valid till execution of purchase order, if any placed against this tender. Bids received from non-API manufacturer / processor / threader shall be rejected.

In case the API-5CT certificate is under renewal, the manufacturer / processor / threader should furnish a letter from API along with un-priced bid to the effect that the renewal of certificate is under examination/ process and the manufacturer / processor / threader is authorized to use API monogram till the renewal certificate is issued.

<b>B.1.2 (h)</b>	<p>Manufacturer / Processor / Threader should submit Undertaking for the following:</p> <p>(a) they have the required facilities for testing all the items in casing pipes as per the API standards (<b>latest edition</b>) at their premises and</p> <p>(b) they agree for inspection by Third Party Inspection agency or any agency nominated by ONGC at ONGC's option &amp; cost, on line for 100% quantity, at manufacturer's / processor's / threader's premises (whichever is/are applicable) as per the Technical Specifications and Scope of Work (SOW) for TPI inspection provided in ONGC tender document and will submit copy of inspection report(s) along with shipping / dispatch documents.</p> <p>Additionally, Processor/ Threader should also submit an undertaking from the quoted manufacturer of plain end green pipes &amp; coupling stock and/or plain end mother pipes &amp; coupling stock (whichever is/are applicable) that they have the required facilities at their premises, for testing the items as per API standards (latest edition) and they agree for inspection by Third Party Inspection agency or any agency nominated by ONGC at ONGC's option &amp; cost on line for 100% quantity at manufacturer's premises as per the Technical Specifications and Scope of Work (SOW) for TPI inspection provided in ONGC tender document and will submit copy of inspection report(s) along with shipping / dispatch documents.</p>
<b>B.1.3</b>	<p>Manufacturer should submit a list of companies which are in the business of exploration and production and/or refining and/or processing of hydrocarbons (vide duly filled 'Annexure-7') to whom they have supplied similar material indicating size, grade, quantity, name of customers and year of supply along with documentary evidence to satisfy BEC clause B.1.2.</p>
<b>B.1.4</b>	<p><b>Processor</b></p> <p>In case the bid is from API approved Processor who intend to purchase plain end green pipes and coupling stock from other manufacturer(s) (only API-5CT / ISO-11960 approved mills) and do heat treatment/ threading – end finishing and testing, they should indicate the sources from where they intend to purchase plain end green pipes and coupling stock and should also submit the following documents:</p>

<b>B.1.4(i)</b>	List of the API-5CT / ISO-11960 approved mills / plants / manufacturers from where the processor intends to purchase plain end green pipes and coupling stock.
<b>B.1.4(ii)</b>	<p>Copy of API-5CT / ISO-11960 (valid as on date of opening of un-priced bid) authorization in favour of manufacturer(s) of plain end green pipes and couplings stocks from whom the processor intends to purchase plain end green pipes &amp; coupling stocks.</p> <p>The processor should submit a confirmation from such manufacturer(s) that the API-5CT / ISO-11960 authorization shall be kept valid till execution of purchase order, if any, placed against this tender.</p>
<b>B.1.4(iii)</b>	<p>Back-up authority letter from the concerned manufacturer(s) of plain end green pipes &amp; coupling stock (from whom the processor intends to purchase plain end green pipes and couplings stocks) against this tender, in favour of the processor, should be submitted along with the bid, on manufacturer's letter head.</p> <p>The Back-up authority letter should be valid at the time of bidding and should also remain valid during the entire execution period of the order.</p>
<b>B.1.4 (iv)</b>	Processors should submit a list of companies which are in the business of exploration and production and/or refining and/or processing of hydrocarbons (vide duly filled Annexure-7) to whom they have supplied similar material indicating size, grade, quantity, name of customers and year of supplies along with documentary evidence to satisfy BEC clause B.1.2.
<b>B.1.5</b>	<p><b>Threader</b></p> <p>In case the bid is from API approved Threader who intends to purchase mother pipes and coupling stock from other manufacturer(s) and do threading - end finishing and testing, then they shall indicate the sources from where they intend to purchase plain end mother pipes and coupling stock and shall also submit the following documents:</p>

<b>B.1.5 (i)</b>	<p>Copy of API-5CT (valid as on date of opening of un-priced bid) authorization in favour of manufacturer(s) of plain end mother pipes and couplings stocks from whom the threader intends to purchase plain end mother pipes &amp; coupling stocks.</p> <p>The threader should submit a confirmation from such manufacturer(s) that the API-5CT authorization shall be kept valid till execution of purchase order, if any, placed against this tender.</p>
<b>B.1.5 (i)</b>	<p>Threader should provide list of API-5CT approved mills from whom they intend to purchase mother pipes &amp; coupling stock along with a list of companies which are in the business of exploration and production and/or refining and/or processing of hydrocarbons (vide duly filled Annexure-7) to whom the manufacturer has supplied similar material indicating size, grade, quantity, name of customers and year of supply along with documentary evidence to satisfy BEC clause B.1.2.</p>
<b>B.1.5 (ii)</b>	<p>Threaders should submit a list of companies which are in the business of exploration and production and/or refining and/or processing of hydrocarbons (vide duly filled Annexure-7) to whom they have supplied similar material indicating size, grade, quantity, name of customers and year of supply along with documentary evidence to satisfy BEC clause B.1.2.</p>
<b>B.1.5 (iv)</b>	<p>Back-up authority letter from the concerned manufacturer(s) of plain end mother pipes &amp; coupling stock (from whom the threader intends to purchase plain end mother pipes and couplings stocks) against this tender, in favour of the threader, should be submitted along with the bid, on manufacturer's letter head.</p> <p>The Back-up authority letter should be valid at the time of bidding and should also remain valid during the entire execution period of the order.</p>
<b>B.1.6</b>	<p><b>Authorised sole selling agents / authorized distributors / authorized dealers / authorized supply houses.</b></p> <p>In case the bid is from authorised sole selling agents / authorized distributors / authorized dealers / authorized supply houses of API-5CT approved manufacturer / processor / threader, the bidder must submit following documents.</p>

<b>B.1.6 (i)</b>	<p>Back-up authority letter in original on manufacturer's / processor's / threader's letter head, valid at the time of bidding which should remain valid during the entire execution period of the order, from the concerned manufacturer / processor / threader who authorized them to market their quoted items against this tender.</p> <p>Quoted tendered items for which bidder has been authorised by manufacturer to market their quoted items should be mentioned in the Back up authority letter.</p>
<b>B.1.6(ii)</b>	<p>Documents with regard to the concerned manufacturer / processor / threader as sought under the category of manufacturer as per BEC Clause B.1.2 &amp; B.1.3.</p> <p>Or</p> <p>as sought under the category of processor as per BEC Clause B.1.2, B.1.4, B.1.4(i) to (iv)</p> <p>Or</p> <p>as sought under the category of threader as per BEC Clause B.1.2, B.1.5, B.1.5 (i) to (iv) as the case may be.</p>
<b>B.1.7</b>	<p><b>Slot cutter / Perforated Hole Cutter</b></p> <p>In case the bid is from Slot cutter / Perforated Hole Cutter who intends to purchase Threaded and Coupled Casing Pipe from manufacturer(s) / Processors / Threaders and do slot cutting, then they shall indicate the sources from where they intend to purchase Threaded and Coupled Casing Pipe and shall also submit the following documents.</p>
<b>B.1.7 (i)</b>	<p>Back-up authority letter in original on manufacturer's / processor's / threader's letter head, valid at the time of bidding which should remain valid during the entire execution period of the order, from the concerned manufacturer / processor / threader who provide Threaded and Coupled Casing Pipe against this tender.</p> <p>Threaded and coupled casing pipe size, grade and thread type should be mentioned in the Back up authority letter.</p>

<b>B.1.7 (i)</b>	<p>Documents with regard to the concerned manufacturer / processor / threader as sought under the category of manufacturer as per BEC Clause B.1.2 &amp; B.1.3.</p> <p>Or</p> <p>as sought under the category of processor as per BEC Clause B.1.2, B.1.4, B.1.4(i) to (iv)</p> <p>Or</p> <p>as sought under the category of threader as per BEC Clause B.1.2, B.1.5, B.1.5 (i) to (iv) as the case may be.</p>
<b>B.1.8 (i)</b>	<p>The bidder should agree to facilitate the ONGC / ONGC Nominated Third Party Inspection Agency for inspection of Slotted Liner / Perforated Liner on line for 100% quantity at manufacturer's/ processor's /threader's premises during production by ONGC or any of the TPI agencies nominated by ONGC as per the Technical specifications and QAP for inspection provided in tender documents at ONGC's cost and submit inspection report along with shipping / dispatch documents.</p>
<b>B.1.8 (i)</b>	<p>Along with the bid the bidder should provide acceptance of Quality Assurance Plan for inspection provided in the tender documents from the quoted manufacturing / processing / threading plant(s) facility(ies) and number of days required by manufacturer / processor / threader for production of tendered quoted quantity.</p> <p>Additionally, bidder should submit the confirmation that all the activities mentioned in the QAP for inspection provided in tender documents are acceptable without taking any deviation whatsoever.</p>
<b>B.1.8 (ii)</b>	<p>Bidder to confirm that after NOA, bidder will convey to ONGC the production schedule at least two weeks in advance so that ONGC can deploy the inspector from ONGC or any of the TPI agencies nominated by ONGC to carry out inspection at manufacturer's / processor's / threader's premises.</p>

<b>B.1.9</b>	Bidders have to adhere to provisions including minimum prescribed domestic value addition as notified by Ministry of Steel, Govt. of India, vide their notification No "The Gazette Of India, Extraordinary Part II No. 324 Dated 29.05.2019" and its "Amendment Dated 31.12.2020" and subsequent clarifications/ amendments thereof, if any. Bidder should confirm acceptance to the above.
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### **Commercial BEC**

**B.2.1** Policy for providing preference to domestically manufactured Iron and Steel products in govt. procurement, notified vide Gazette of India No 324 dtd 29.05.2019 read with amendment dated 31.12.2020 (copies attached with tender document) and clarifications, if any issued by MoS on the policy shall be applicable for this tender. Bidders are required to confirm acceptance to the conditions of this policy. Offer of bidders who comply with all the provisions of aforementioned policy and submit all the undertakings and documents applicable under the revised policy shall only be accepted.

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

**B.2.2** Offers of following kinds will be rejected:

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

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

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

(c) Offers violating the terms & conditions of the tender/bid documents.

(d) Offers not accompanied with an undertaking as per Appendix-**C1, C2 and C3** on acceptance of ONGC's 'Policy for Banning/provisional Suspension of Business Dealings with erring Firms'

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

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

### **Buyer Bid Specific ATC**

#### **1.0) Brief details of requirement:**

Item	Quantity	Mat code	Work centre	Ultimate Co nsignee
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5" BTC 18 PPF L-80 S otted / Perforated Li ner	4800 m	150002309	I/c Receipt, Nahava Supply Base, ONGC, Raigad	23802
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## 2.0) Other Special Terms and Conditions

### 2.1) Inspection:

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

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

### 2.2) Unloading of material:

Reference	Responsibility of unloading of Goods at purchaser's (ONGC) storage locations	
	For	Read as
Clause no.6(i) &13 of GTC and other similar conditions appearing in GeM Bid/ GTC	Seller	Buyer (ONGC)



The clause no. 2.2 of GTC of Government e-Marketplace stands modified as under

**“Terms of delivery:** Free Delivery at Site including loading at source. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), the cost of the same is also included in the Contract price.”

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

We, M/s \_\_\_\_\_ (Name of bidder) hereby declare that all the documents/ certificates/ information submitted in the bid against the tender are genuine.

.....  
Authorised Signatory of  
The Bidder

Place

Date\_\_\_\_\_

2.4) Order No. P-45021/2/2017-PP(BEII)-Part (4) Vol.II dated 19.07.2024 issued by Ministry of Commerce and Industry. Department for promotion of industry and Internal Trade, shall be applicable in addition to the clauses mentioned in the tender document.

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

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

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

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

Local Content %age	_____
Details of locations at which the local value addition is made	_____

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

“We \_\_\_\_\_ (Name of Manufacturer) undertake that we meet the mandatory

minimum Local Content (LC) requirement i.e. more than or equal to 20% but less than 50% for qualifying as 'Class-II local supplier' as per the MII policy for participating against tender No. \_\_\_\_\_. The percentage of local content in the bid is \_\_\_\_\_%."

Details of local content and location(s) at which value addition is made are as follows:

Local Content %age	_____
Location(s) of value addition	_____

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

### **1) Policy for Banning of Business dealings with erring Firms including provisional Suspension**

ONGC's 'Policy for Banning/ provisional Suspension of Business dealings with erring Firms' as available at ONGC portals <https://tenders.ongc.co.in> and <https://ongcindia.com>, is applicable for Banning /provisional suspension of firms. The action as per aforesaid policy shall be taken against the firm/bidder/supplier/contractor in case of breach/default/transgression as stipulated in the policy.

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

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

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

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

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

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

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

**Bidder to submit Declaration on not being under banning orders as per proforma given at Annexure-C1, C2 and C3 as follows:**

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

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

I \_\_\_\_\_, age \_\_\_\_\_ years Son/ Daughter of \_\_\_\_\_, resident of \_\_\_\_\_ do solemnly affirm and state as under:

1. That \_\_\_\_\_ (Name of the Bidder/Firm) is desirous of submitting its bid against tender no \_\_\_\_\_ dated \_\_\_\_\_ for item I works \_\_\_\_\_ (Name of tender).
2. That I \_\_\_\_\_ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder.
3. That \_\_\_\_\_ (Name of the Bidder/Firm) has read, understood and accepts the ONGC's Policy for Banning/provisional Suspension of Business dealings with erring Firms as available at ONGC portals <https://tenders.ongc.co.in> and <https://ongcindia.com>.
4. That \_\_\_\_\_ (Name of the Bidder/Firm) hereby accepts the ONGC's Policy for Banning/provisional Suspension of Business dealings with erring Firms, without any demur, protest, reservations and agree to be bound by the said Policy.
5. That \_\_\_\_\_ (Name of the Bidder/Firm) hereby agrees that in the event of Bidder/Firm is banned under the ONGC's Policy for Banning/provisional Suspension of Business dealings with erring Firms then in such case the banning order shall also be applicable upon its all related concern(s), partner(s) or associate(s) or director(s) or proprietor(s) involved in any capacity.

(Bidder/Authorized signatory of Bidder)

Seal:

Date:

Place:

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

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

I \_\_\_\_\_, age \_\_\_\_\_ years Son/ Daughter of \_\_\_\_\_, resident of \_\_\_\_\_ do solemnly affirm and state as under:

- 1) That I \_\_\_\_\_ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder/Firm.
- 2) That \_\_\_\_\_ (Name of the Bidder/Firm) is desirous of submitting its bid against tender no \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ item / works (Name of tender).
- 3) That \_\_\_\_\_ (Name of the Bidder/Firm) hereby undertakes as under:
  - i. That neither the Bidder/Firm itself, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving Banning order issued by ONGC debarring them from carrying on business dealings with ONGC.
  - ii. That Bidder/Firm is not eligible to submit its bid in the tender of ONGC, directly or indirectly with any Joint Venture/Consortium/Partnership with any other bidder etc., which is currently serving Banning order of business dealings with ONGC.

4. I disclose the following allied concern(s), partners, or associate(s) or director(s) or proprietor(s) involved in any capacity in terms of the definition of allied Firms given in "Policy for Banning/Provisional Suspension of Business dealings with erring firms":

Sl. No.	Name	Address	PAN No. (If Allotted)	GST No. (If Allotted)	Vendor Code in ONGC (If Available)

*(Bidder/Authorized signatory of Bidder)*

Seal:

Date:

Place:

**UNDERTAKING ON CURRENTLY NOT SERVING ANY SUSPENSION ORDER(S) ISSUED BY ONGC***(To be submitted on Bidder's/Firm's Letterhead)*

I \_\_\_\_\_, age \_\_\_\_\_ years Son/ Daughter of \_\_\_\_\_, resident of \_\_\_\_\_ do solemnly affirm and state as under:

1. That I \_\_\_\_\_ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder.
2. That \_\_\_\_\_ (Name of the Bidder/Firm) is desirous of submitting its bid against tender no \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ item / works (Name of tender).
3. That \_\_\_\_\_ (Name of the Bidder/Firm) hereby undertakes as under:
  - i. That neither the Bidder/ the Bidder/Firm is not currently serving Suspension order of business dealings with ONGC, pending enquiry of banning process business.
  - ii. Firm is not eligible to submit its bid in the tender of ONGC, directly or indirectly through any Joint Venture/Consortium/Partnership with any other bidder etc., which is currently serving Suspension order of business dealings with ONGC, pending enquiry of banning process.

*(Bidder/Authorized signatory of Bidder)*

Seal:

Date:

Place

**2.6) Delivery Period:**

Delivery to be completed within **150 days** from the date of GeM order.

Note:

Vendor shall send the Proforma invoice to NTA-Delhi after placement of GeM Contract through Email (amola\_virendra@ongc.co.in). The Proforma Invoice has to be in line with GeM Contract. Delay in providing the correct/accurate Proforma invoice shall be on vendor's account. ONGC to arrange EC (essentiality certificate) within 30 days of date of receiving of correct Proforma invoice. ONGC to send the scan copy EC through Email to vendor. No LD shall be applicable for delay in providing EC (exceeding 30 days) by ONGC to vendor. Date of email correspondence shall be treated as date of request/ receipt of EC. Material is only to be dispatched only after receiving of ECIN number.

**2.7) Payment Authority:**

- i) Payment Authority/Bills to be raised in the name of: "ONGC Ltd., ..... (Concerned work cent

re name)”. Payment will be made from SFS Center, Noida only. No payment will be made from CPD or workcentres.

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

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

#### **2.7.1) Payment Terms:**

The original invoice should accompany the following documents/details:

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

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

Note:

- i) Bidder who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice which will have GSTIN of supplier as well as ONGC.
- ii) In case of purchase of goods from GST Registered Supplier/transporter or as per e-way bill rules, on FOR destination basis, e-Way bill shall be generated by the supplier. However, in case of purchases from Unregistered Supplier, ONGC would generate e-Way Bill.
- iii) Payment Authority/Bills to be raised in the name of: “ONGC Ltd., ..... (Concerned work centre name)”. Payment will be made from SFS Center, Noida only. No payment will be made from CPD or workcentres.
- iv) Since the supply is designated for specified work centers of ONGC, both the 'Bill to' and 'Ship to' locations shall correspond to the location of the specified work-center of ONGC. Consequently, the vendors are required to mention the GST Registration of the specified work center of ONGC when issuing invoices or any other relevant documents, in adherence to the statutory provisions.
- v) Each invoice shall bear the following certificate.

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

- vi) Any statutory deviation (both plus and minus) in the rate of GST/ excise duty/ sales tax/customs duty within the contractual delivery/completion period will be to the account of ONGC.

vii) Any increase in GST/ excise duty/sales tax/custom duty during extended period of the contract / supply order will be to SUPPLIER's / contractor's account where such an extension in delivery of the material / completion of the project was on the request of SUPPLIER/ contractor. However, any decrease in excise duty /sales tax/ custom duty during extended period of the contract/ supply order will be to the account of ONGC.

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

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

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

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

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

However, in case supplier/contractor is not able to submit/upload the Invoice through VIMS portal as mentioned above, Invoice alongwith supporting documents can also be submitted/uploaded in any of the following 2 ways:-

1. EMAIL channel: Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be submitted by sending these documents to a designated email-id: [ap\\_invoices\[at\]ongc\[dot\]co\[dot\]in](mailto:ap_invoices[at]ongc[dot]co[dot]in).
2. Ten (10) digit PO or Contract number should be clearly mentioned in the invoice. For submitting the invoices through VIMS Portal and Email channel, following must be ensured:
  - i) Invoices should be system generated and no hand written invoices shall be allowed.
  - ii) Invoice should be digitally signed invoice only.
  - iii) Invoices need to be scanned at a minimum of 300 dpi, preferably in color.
  - iv) Invoices should be in PDF format only.
  - v) For invoices, file name should be kept as "INVxxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document).
  - vi) A regular format must be maintained in which invoices are being submitted in ONGC.
  - vii) Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.
  - viii) In case, Email channel is being followed, separate mail should be sent for each invoice.

Note: Invoices submitted for payment should be e-invoice in terms of GST Law or the digitally signed invoice only. No physical invoice shall be accepted for payment.

**2.8)** For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Services Limited (NeSL) platform, details of ONGC (Beneficiary) are as under:

(i)	PAN	AAACO1598A
(ii)	Name	Oil and Natural Gas Corporation Limited
(iii)	Date of Incorporation	23.06.1993
(iv)	Email ID	<b>ebg@ongc.co.in</b>
(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, 1 <sup>st</sup> Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh

**Bank details for e-BG is as under:**

i)	Beneficiary Account Name	Oil and Natural Gas Corporation Limited
ii)	Bank Name	State bank of India
iii)	Branch	CAG Delhi,
iv)	Branch Code	17313
v)	Bank Account No	42559953079.
vi)	IFSC Code	SBIN0017313
vii)	SWIFT Code	SBININBB824
viii)	Account Type	CC

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

- i) Vice Admiral (Retd.) Arun Kumar Bahl (Email id: [arunkbahl@gmail.com](mailto:arunkbahl@gmail.com))
- ii) Shri Vijay Kumar Singh, IPS(Retd.) (Email id :[vijaykumarsingh@hotmail.com](mailto:vijaykumarsingh@hotmail.com))
- iii) *Sh. Arvinda Kumar, IPS(Retd.), (Email ID: [arvindak@gmail.com](mailto:arvindak@gmail.com))*

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

**2.10)** Bidder to submit power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder and various undertakings/declaration sought in the bid.



**2.11)** In case the bidder has Vendor Code issued by ONGC, same may be provided by the bidder in the bid.

**2.12)** Buyer Added Bid Specific Terms and Conditions and Buyer specific ATC shall prevail over similar clauses appearing elsewhere in bid documents.

**2.13)** Delivery of material at Nhava Store:

Sl. No.	Work centre	Plant Code	Address	State	City	Zip
1	I/c Receipt, Nhava Supply Base, ONGC, Raigad	10W1	I/c Receipt, Nhava Supply Base, ONGC, Raigad	Maharashtra	Mumbai	410206

**2.14)** Contact Details:

Himanshu, Sr. Chemist

Tel: 011-2675 6877,

E-mail Id: [himanshu@ongc.co.in](mailto:himanshu@ongc.co.in)

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

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

**3.1.1** 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.

**3.1.2** After receipt of a Notice of Dispute under Clause 3.1.1 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.

**3.1.3** 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.

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

**3.1.5** In case the parties fail to amicably resolve the disputes between them within **60 days** of receipt of Notice of Dispute sent under Clause 3.1.1 above, the following provisions of Clause 3 mentioned below, as applicable, shall follow.

#### **3.2 Mediation/Conciliation**

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

**3.2.1.1** 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.

**3.2.1.2** The concerned party shall submit its request for mediation / conciliation on the '**Media**

**tion 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.

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

**3.3.1** The provisions under Clause 3.3 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.

**3.3.2** In case of failure to resolve a dispute amicably through amicable settlement / mediation / conciliation under the provisions of Clauses 3.1 and 3.2 above, either party may, subject to the provision under Clause 3.3.1 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.

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

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

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

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

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

**3.3.5** 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.

**3.3.6** 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.

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

**3.4.1** The provision under Clause 3.4 is applicable only for settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) and Government Department(s)/Organizations(s).

**3.4.2** 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].

**3.4.3** Subject to the provision under 3.4.2 above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between

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, 2022 (as revised time to time) and the decision of AMRCD on the said dispute will be binding on both the parties.

### **3.5 Adjudication by Courts**

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

## **16. Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

## **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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**