

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687773490365

अनुबंध तिथि | Generated Date : 29-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4627063](#)

अनुसूची नाम | Schedule Name: Eastern

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details				
प्ररूप Type :	Central PSU	पद Designation :	CM MM RKN CMG CHEMICALS			
मंत्रालय Ministry :	Ministry of Petroleum and Natural Gas	संपर्क नंबर Contact No. :	011-22406868-			
विभाग Department :	NA	ईमेल आईडी Email ID :	buyer88.ongcl.dl@gembuyer.in			
संगठन का नाम Organisation Name :	Oil and Natural Gas Corporation Limited	जीएसटीआईएन GSTIN :	07AAACO1598A1ZP			
कार्यालय क्षेत्र Office Zone:	CENTRAL PROCUREMENT DEPARTMENT	पता Address :	Central Materials Procurement Group(CMG), CPD, ONGC, 8th Floor, Scope Minar, Laxmi Nagar, Delhi, EAST DELHI, DELHI-110092, India			
वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राधिकरण विवरण Paying Authority Details				
आईएफडी सहमति IFD Concurrence :	No	Role:	PAO			
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval:	GM(MM)	भुगतान का तरीका Payment Mode:	ONGCOnline			
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	GM(MM)	पद Designation :	SR FINANCE AND ACCOUNT OFFICER			
		ईमेल आईडी Email ID :	pao58.ongcl.dl@gembuyer.in			
		जीएसटीआईएन GSTIN :	-			
		पता Address:	Central Procurement Department, 8th Floor, ONGC, Scope Minar, Laxmi Nagar, Delhi, East Delhi, DELHI-110092, India			
विक्रेता विवरण Seller Details						
जेम विक्रेता आईडी GeM Seller ID :	64A6180000538686					
कंपनी का नाम Company Name :	NEELKANTH SODA CLAYS PRIVATE LIMITED					
संपर्क नंबर Contact No. :	09828031032					
ईमेल आईडी Email ID :	contact@neelkanthsodaclays.com					
पता Address :	G-29,BORANADA INDUSTRIAL AREA II PHASE, Jodhpur, RAJASTHAN-342008, -					
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-RJ-22-0037162					
एमएसई सामाजिक श्रेणी MSE Social Category :	General					
एमएसई लिंग श्रेणी MSE Gender :	Male					
जीएसटीआईएन GSTIN:	08AABCN1586G1ZF (R)					
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax invoice to be raised in the name of - Consignee						
वितरण निर्देश Delivery Instructions : NA						
उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : NS Bentonite - ONGC pack size of 50 kilogram ब्रांड Brand : NS ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Bentonite (ONGC) (Q3) मॉडल Model: BENTONITE - ONGC एचएसएन कोड HSN Code: 25081090	463,875	kilogram	11.79	NA	5,469,086.25
कुल ऑर्डर मूल्य Total Order Value (in INR)						5,469,086.25
परोक्षी विवरण Consignee Detail						
क्र.सं. S.No	परोक्षी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
	पद Designation : -					

1	ईमेल आईडी Email ID : con2.ongc.silchar@gembuyer.in संपर्क Contact : 03842-278211- जीएसटीआईएन GSTIN : - पता Address : INCHARGE Receipt, Central Stores, ONGC AAFBE Asset, Silchar, CACHAR, ASSAM-788025, India	NS Bentonite - ONGC pack size of 50 kilogram	1	22,000	30-May-2024	11-Sep-2024
2	पद Designation : - ईमेल आईडी Email ID : con17.ongcl.as@gembuyer.in संपर्क Contact : 03772-245469- जीएसटीआईएन GSTIN : 18AAACO1598A2ZL पता Address : Incharge Receipt, CENTRAL STORES, ONGC, ASSAM ASSET, SIVASAGAR, ASSAM, SIBSAGAR, ASSAM-785640, India	NS Bentonite - ONGC pack size of 50 kilogram	2	71,000	30-May-2024	11-Sep-2024
			3	50,000	11-Oct-2024	10-Nov-2024
			4	50,000	10-Dec-2024	09-Jan-2025
			5	52,250	08-Feb-2025	10-Mar-2025
3	पद Designation : - ईमेल आईडी Email ID : con6.ongc.agtl@gembuyer.in संपर्क Contact : 0381-2363376- जीएसटीआईएन GSTIN : 16AAACO1598A2ZP पता Address : INCHARGE RECEIPT, ONGC TRIPURA ASSET, BADHARGHAT COMPLEX, AGARTALA, TRIPURA, WEST TRIPURA, TRIPURA-799014, India	NS Bentonite - ONGC pack size of 50 kilogram	6	37,500	30-May-2024	11-Sep-2024
			7	37,500	11-Oct-2024	10-Nov-2024
			8	37,500	10-Dec-2024	09-Jan-2025
			9	32,375	08-Feb-2025	10-Mar-2025
4	पद Designation : - ईमेल आईडी Email ID : buyer60.ongc.jorhat@gembuyer.in संपर्क Contact : 0376-2708029- जीएसटीआईएन GSTIN : 18AAACO1598A2ZL पता Address : INCHARGE Receipt, Jorhat Central Stores, ONGC, Cinnamara, JORHAT, ASSAM-785704, India	NS Bentonite - ONGC pack size of 50 kilogram	10	37,500	30-May-2024	11-Sep-2024
5	पद Designation : - ईमेल आईडी Email ID : buycon576.ongcl.wb@gembuyer.in संपर्क Contact : 033-23404617- जीएसटीआईएन GSTIN : 19AAACO1598A1ZK पता Address : CENTRAL STORE,ONGC,SONARPUR,KOLKATA -700150, SOUTH 24 PARGANAS.WEST BENGAL,INDIA, SOUTH 24 PARGANAS, WEST BENGAL-700150, India	NS Bentonite - ONGC pack size of 50 kilogram	11	36,250	30-May-2024	11-Sep-2024

Product Specification for NS Bentonite - ONGC pack size of 50 kilogram

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Description	Item	Bentonite - ONGC
Requirements	Conforming Specification No of the product	ONGC/ MC / 04 / 2015 (As per attached sheet)
	Seen and understood ONGC Specification No : ONGC/ MC / 04 / 2015	Yes
	Test Procedure for the product	ONGC/ Test Procedure Vol - I / MC / 04 (As per attached sheet)
	Seen and understood ONGC/ Test Procedure Vol - I / MC / 04	Yes
	Seen and understood Destination sampling, bonding and de-bonding of bulk materials indigenous chemicals (As per attached sheet)	Yes
Test Reports	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	No
	Test Report to be submitted to the Buyer on Demand (Select NA if Test report is not available)	NA
Packing and Marking	Packing	"New HDPE bag with moisture proof inner insert of polythene liner (100 gauge) inside "
	Packing Size	50 kilogram
	"Marking: Each bag should bear the information- "	"Each bag should bear the following information: 1. Name of the product 2. Name of the supplier 3. Month / Year of manufacture 4. Purchase Order No. with date against which supplies are made 5. Lot No. if any 6. Gross Weight & Net Weight 7. Name of the manufacturer in case bidder not the manufacture. Hazard warnings (instructions for handling/ immediate measures to be taken on exposure), if any."

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. Applicable Drawing Document	mkp.gem.gov.in/uploaded_documents/cms/tp/home_mine_eart_clay_be02061006/51/16/877/CategorySc hema/gem_dgsnd_drawing_document/2022/7/25/procedure-of-sampling__2022-07-25-11-45-
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	09_e2dc34b292c4067 e8315ec8cf9ef20ad.pdf
2. Applicable Specification Document	mkp.gem.gov.in/uploaded_documents/cms/tp/home_mine_eart_clay_be02061006/51/16/877/CategorySc hema/q_r_spcn_document/2020/5/15/specification-3_2020-05-15-14-55- 41_6e962106a0a5fc7699366f7c7f36364b .pdf
3. Verified and Signed Tp document	mkp.gem.gov.in/uploaded_documents/cms/tp/home_mine_eart_clay_be02061006/51/16/877/CategorySc hema/tp_document/2022/7/25/mc-4_bentonite_2022-07-25-11-45- 15_3d2e288d72cd4305aa28756d3dc91d83.pdf
शुद्धिपत्र Corrigendum 1. तक बढ़ाया गया Extended Upto : 2024-03-05 15:00:00 2. GeM-Bidding-Corr-6053174-3.pdf : यहां क्लिक करें click here 3. तक बढ़ाया गया Extended Upto : 2024-03-12 15:00:00	
ईपीबीजी विवरण ePBG Detail	
सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	
नियम और शर्तें Terms and Conditions 1. General Terms and Conditions- 1.1 This contract is governed by the General Terms and Conditions , conditions stipulated to this Product/Service as provided in the Marketplace. 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable 2. Buyer Added Bid Specific Terms and Conditions- 2.1 <i>Generic</i> OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly. 2.2 <i>Generic</i> Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %. 2.3 <i>Generic</i> For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing. 2.4 <i>Inspection</i> 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): ONGCL/TPI Post Receipt Inspection at consignee site before acceptance of stores: NA 2.5 <i>Forms of EMD and PBG:</i> 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 Corporate Accounts Group- II . 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. 2.6 <i>Forms of EMD and PBG:</i> 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
Corporate Accounts Group- II

. 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.

2.7 Scope of Supply:

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

2.8 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.

2.9 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

A: Clauses of the bid as mentioned above stands superseded as under:

Technical Bid Evaluation Criteria – Bentonite

B.1 Technical rejection criteria:

The following vital technical conditions should be strictly complied with, failing which the bid will be rejected:

B.1.1.

Bid should be complete in all aspects covering entire scope of job/ supply and should conform to the technical specifications indicated in the bid document, duly supported with technical catalogues/ literatures, wherever applicable. Incomplete and non-conforming bids will be rejected outright.

B.1.1 (a)

The bidder can be either manufacturer of the tendered item or authorized sole selling agent / authorized dealer / authorized distributor / authorize d supply house of the manufacturer of the tendered item.

The bidder should clearly indicate the category under which the quote is submitted.

B.1.2

Manufacturer's experience:

In case the bidder is a manufacturer of the tendered item he should satisfy the following along with documentary evidence, which should be enclosed along-with the techno-commercial bid:

B.1.2 (a)

Experience Criteria:

Minimum 3 (three) years' experience of manufacturing and supplying Bentonite/ similar item as defined at para B.1.2 (e).

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B.1.2 (b)

Past Performance criteria:

Should have manufactured and supplied minimum 10% of the total quoted quantity of Bentonite/similar item as defined at para B.1.2(e) to various companies during the last 5 (five) years.

For meeting the requirement above at B.1.2(a) & B.1.2(b), the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid.

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B.1.2(c)

Documentary evidence in respect of the above B.1.2(a) and B.1.2(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.

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B.1.2 (d)

Towards proof of manufacturing experience and past supply record, the purchase orders generated through the SAP system (POs having ten digit P O 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 B.1.2 (a) & B.1.2 (b) need to be submitted as mentioned at B.1.2(c) above.

B.1.2 (e)

*Definition of Similar items:

Bentonite, Atapulgit Bentonite or Wyoming Bentonite shall be considered as similar item.

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B.1.2.1

In case the bidder is not a manufacturer of tendered item, then the bidder is required to submit documentary evidence in respect of the above B.1.2 (a) and B.1.2 (b) from the concerned manufacturer for supply of similar items as defined at para B.1.2 (e) either by manufacturer himself or by his distributor and submit the same along with the techno-commercial bid.

Such bidder to submit Back-up authority letter on manufacturer's letter head, valid at the time of bidding which should remain valid till execution of all contracts, from the concerned manufacturer who authorized them to market their quoted product(s) against this tender.

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B.1.2.2

Bidders, who have successfully executed Development order for any of the Similar items as defined at para B.1.2(e) placed by ONGC/OIL pursuant to successful field trial testing would be considered as established source of supply and in that case, documents for satisfying BEC Clause B.1.2 (a) & B.1.2 (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.

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B.1.2.3

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 for any of the Similar items as defined at para B.1.2 (e) 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 in tender document, 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 Start-up 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 and not as a trader/dealer/distributor.

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B.1.3

Bidder should submit the following undertakings (as per Annexure-A):

1. Bidder will supply the material as per ONGC technical specifications and will adhere to it during the entire period of contract.
2. Bidder agrees to the terms and conditions of the "Source sampling, bonding, de-bonding and testing" of supplied material as per Para A- 1.0 of Special condition of contracts.
3. Bidder agrees to the terms and conditions of the "Rejection of Bulk Sample" clause as per Para A-2.0 of Special condition of contracts.
4. Bidder confirms to supply the material in "Standard Packing & Marking" as per Para-B of Special condition of contracts.
5. 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.(please strike out (cross) the option which is not applicable)

In case bidder has sought exceptions/deviations from the ONGC technical specifications & testing procedure, Source sampling, bonding, de-bonding and testing of supplied material as per Para 1.0, terms and conditions of the "Rejection of Bulk Sample" clause as per Para 2.0 and packing & marking clause as per Para-B of Special condition of contracts, their bids shall be rejected.

Commercial Part

1) Tolerance Limit: ONGC shall close PO without initiating any punitive action against the supplier after the delivery period is already over and GRV has been raised provided the delivered quantity is within the tolerance limit of not being short by more than 1% of total ordered quantity.

2) Tax Collectible at Source (TCS):

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by the CORPORATION along with consideration for procurement of goods/materials/equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form 15 / 22 shall be issued by the SUPPLIER to the CORPORATION within the statutory time limit. Payment towards applicable TCS u/s 206C (1H) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

- a. TCS is applicable on supply of goods invoiced to ONGC as turnover of the supplier in previous year was more than Rs. 10 Cr. and
- b. Total supply of goods to ONGC in FY ... exceeds Rs. 50 Lakh and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Excise Officer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to ONGC in time. However, Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to ONGC. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled. The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1H) of Income tax Act, 1961. Bidder to quote accordingly.

3) Payment Authority:-

In view of creation of Shared Finance Services (SFS), Centre at Noida, following clause is proposed to be incorporated as payment terms:

1.1). Payment shall be released after acceptance of material against receipt of test report conforming to GeM Contract specifications issued by ONGC/ONGC authorized labs.

Note:

(i) Payment shall be processed by SFS Center, Noida.

(ii) On arrival of ordered material full quantity/lot wise quantity against the GeM Contract, following timeline will be followed for sampling/bonding and payment thereof:

1. Raising of GR after receipt of Test Report and QCC conforming to Technical Specifications and handing over to Stock Holder- 2 days
2. Taking the material on charge, raising GR 105 in the ICE system: 1 day
3. Release of Payment – 3 days

1.1.1 Submission of Invoices on VIMS Portal (<https://www.vims.ongc.co.in/>) (Successful bidder i.e. seller are to ensure submission of e-invoice in terms of GST Law or the digitally signed invoice only.)

- 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 (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) QCC and Lab Test Report for satisfactory inspection (Not required for payment, required only for archival purpose)
- d) Warranty/ Guarantee Certificate.(Not required for payment, required only for archival purpose)
- e) Copy of the e-way bill / e-way bill number (EBN) (Wherever applicable) (Not required for payment, however, required only for archival purpose)

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.

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

1. Copy of Tax Invoice
2. Proof of dispatch (RR/GCN/LR/e-way bill etc.).
3. Copy of the e-way bill / e-way bill number (Wherever applicable)
4. Lab test report, QCC for satisfactory inspection and De-bonding certificate.

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

(iii) A work-flow based Vendor Invoice Management System has implemented, which is an end-to-end scan-to-post invoicing automation system. Its main feature is OCR, which reads and captures data from the vendor invoices automatically and submit them for further processing in our system to desired location/concerned user in ONGC.

Invoices alongwith supporting documents can be submitted/ uploaded through VIMS Portal (<https://vims.ongc.co.in/>), which would be 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 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 way:-

i) 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.

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) Invoices need to be scanned at a minimum of 300 dpi, preferably in color.
- iii) Invoices should be in PDF format only.
- iv) For invoices, file name should be kept as "INVxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document).
- v) A regular format must be maintained in which invoices are being submitted in ONGC.
- vi) Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.
- vii) In case, Email channel is being followed, separate mail should be sent for each invoice.

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

5) PP - Make in India:

Bidders (Class-I local suppliers and Class-II local suppliers) shall furnish following certificates from the authorized signatory from the manufacturer on Manufacturer's letter head and their 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 along with their bid. 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 policy, for claiming purchase preference under the Make in India policy against GeM Bid. No. Dated: 00.00.2024. The percentage of local content in the bid is ____%."

Details of locations at which the local value addition is made are as under:

(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 Make in India policy for participating against GeM Bid. No. Dated: 00.00.2024. The percentage of local content in the bid is ____%."

Details of locations at which the local value addition is made are as under:

Above Certificate shall be supported by the following certificate from Statutory Auditor engaged by the bidder or cost auditor of the manufacturer (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of manufacturer other than companies), on the letter head of such Statutory Auditor etc.:

(Applicable in case of Class-I local supplier)

"We _____ the statutory auditor (or as the case may be) of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. equal to or more than 50% for qualifying as 'Class-I local supplier' as per the Make in India policy, quoted vide offer No. _____ dated _____ against GeM Bid. No. Dated: 00.00.2023 by M/s _____ (Name of the bidder). The percentage of local content in the bid is ____%."

(Applicable in case of Class-II local supplier)

"We _____ the statutory auditor (or as the case may be) of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. more than or equal to 20% but less than 50% for qualifying as 'Class-II local supplier' as per the Make in India, quoted vide offer No. _____ dated _____ against GeM Bid. No. Dated: 00.00.2024 by M/s _____ (Name of the bidder). The percentage of local content in the bid is ____%."

6) Integrity pact

Bidder to submit Integrity Pact mentioning name of the bidder in the specified field on 1st page and duly signed by the authorized signatory on every page and name of authorized signatory on last page along with name and signatures of two witnesses. The post contract issues pertaining to alleged violation of provisions of IP, if any, should only be referred to IEMs.

Note:

- i) Sh. Rishi Kumar Shukla. IPS (Retd), (rishi 2000in@yahoo.com)
- ii) Vice Admiral Arun Kumar Bahl (Retd.) (arunkbahl@gmail.com)
- iii) Shri Vijay Kumar Singh, IPS (Retd.) (vijaykumarsingh@hotmail.com)

7) Unloading of material: Terms of delivery shall be as per GeM GTC. However, unloading of ordered material at ONGC consignee location shall be in the scope of ONGC except for consignee at Damoh -MP, where the unloading shall be in the scope of supplier. Accordingly, the GeM GTC and other similar conditions in this regard stand modified.

8) Instructions for Driver regarding loading/unloading of materials: Suppliers to ensure proper loading and stacking of material in transporting vehicles so that it can be unloaded at stores safely. Further, suppliers to also ensure that the heavy vehicles used by their transporters for supplying the material at ONGC stores are provisioned with a helper/ cleaner to assist the driver. In case of any untoward event happens due to negligence on these accounts, appropriate action may be initiated by ONGC against the supplier.

9) Instructions for Nhava Supply Base

Nhava Supply Base is a Captive Port falling under the jurisdiction of JNPT and need to follow procedures and maintain documents for entry as per JNPT guidelines. The entry process like Approvals from concerned authority, weighment of consignments (Chemicals) and Scanning of vehicles may take 2 to 3 hours depending on number of vehicles coming inside any particular day. The supplier should plan their deliveries accordingly. If Vehicle is arrived after 2 PM, unloading may be difficult on same day depending on numbers vehicles arrived and waiting for unloading.

To facilitate the entry process, the supplier should forward consignment dispatch and arrivals details to the following concerned dealing officers/stockholders:

Powder Chemicals:

a) Shri. Sameer S Ivanate, JA(MM), Mail ID: Ivanate_Sameer@ongc.co.in

Suppliers should submit all dispatch documents as specified in PO at Nhava Stores for acceptance of delivery.

10) Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:

Based on the initiatives of government of India to help MSME vendors get immediate access to liquid fund based on Buyers (i.e. ONGC's) credit rating by discounting MSMEs trade receivables through an auction mechanism where multiple financiers can participate and bid, ONGC has registered itself on TReDS platform with M/s RXIL, M/s MYND Solution and M/s A TReDS Ltd. (Invoice Mart). Now MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting/ electronic factoring services on TReDS platform and following the procedures defined therein, provided ONGC is also participating in such TReDS Platform as a Buyer. Such exchanges with participation of ONGC will be notified from time to time. Currently the exchanges are M/s RXIL, M/s MYND Solution and M/s A TReDS Ltd. (Invoice Mart).

1. MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

2. MSE Vendor hereby agrees to indemnify, hold harmless and keep ONGC and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

3. ONGC shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

(i) Buyer means ONGC who has placed NOA/Purchase Order/ Contract on a MSE Vendor (Seller).

(ii) Seller means a MSE vendor, who has been awarded NOA/Purchase Order/Contract by the ONGC (Buyer).

11) EMD: Bidder can submit EMD in form of NEFT/RTGS/Electronic fund transfer to designated account of ONGC, or in lieu thereof in form of a Performance Bond in the form of an Electronic Bank Guarantee. Bidders to note that only Electronic Bank Guarantee is acceptable.

The validity of EBG shall be obtained for 45 days beyond bid validity. Since the bid validity is 60 days, validity period of EBG shall be 105 days i.e. 4 months

12) PBG /PERFORMANCE SECURITY/SECURITY DEPOSIT:

The successful bidder (s) must submit the security deposit @ 5% of the contract value.

Regarding Bank guarantee, bidders/ seller(s) to note that no physical BG shall be accepted against Bid Security/ Security Deposit and only e-BG shall be accepted in addition to existing provisions allowing NEFT/RTGS/Electronic fund transfer to designated account of ONGC. For issuance of Electronic Bank Guarantee 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 : nayan_niraj@ongc.co.in
- (v) Contact No. : 9968282271
- (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

13) Declaration on not being under banning orders issued by ONGC:-

Following undertaking may be sought from all the participating bidders:-

Ref:- GeM Bid No. for Procurement of Bentonite for the year 2024-25

We, M/s hereby declare that neither the our company , 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.

Authorised Signatory of
The Bidder

Place
Date

14) Date of offering /Date of delivery are as under:

<u>LOT</u>	<u>Date of offering of material for sampling at firm's premises</u>	<u>Delivery date for GEM Bid purpose</u>
LOT- 1	Within 60 days from placement of order	Within 0-105 days from placement of order
LOT-2	Within 90-120 days from Date of order placement	Within 135-165 days from Date of order placement
LOT-3	Within 150-180 days from Date of order placement	Within 195-225 days from Date of order placement
LOT-4	Within 210-240 days from Date of order placement	Within 255-285 days from Date of order placement

Supplier have to offer for inspection in one go against a lot of each group consisting all the consignees. Lot wise & group wise distribution is as under:

S No		Work Center	Lot-1	Lot-2	Lot-3	Lot-4	Total
			Qty in MT	Qty in MT	Qty in MT	Qty in MT	Qty in MT
			Within 60 days from placement of order	Within 90-120 days from Date of order placement	Within 150-180 days from Date of order placement	Within 210-240 days from Date of order placement	
1	Mumbai	DS-Mumbai	800	800	800	875	3275
2	Central	F.B. Dehradun	150	-	-	-	150
3	Eastern	DS-Jorhat	300	-	-	-	300
		DS-Silchar	176	-	-	-	176
		MBA Kolkata	290	-	-	-	290
		DS-Sivasagar	400	400	400	418	1618
		WS-Sivasagar	168	-	-	-	168
		DS-Agartala	300	300	300	259	1159
4	Westren	DS-Jodhpur	100	-	-	-	100
		DS-Ahmedabad	200	210	-	-	410
		DS-Ankleshwar	180	174	-	-	354
		DS-Mehsana	125	125	125	100	475
		DS-Cambay	150	150	150	150	600
5	Southern	DS-Rajahmundry	500	500	500	500	2000
Grand Total			3839	2659	2275	2302	11075

15) Liquidated Damages (In conjunction with clause 15.iii of GeM GTC: Sampling, Bonding and De-Bonding of Bentonite will be carried out at Source. Supplier has to offer LOT wise material for sampling bonding as under:

<u>LOT</u>	<u>Date of offering of material for sampling at firm's premises</u>
LOT- 1	Within 60 days from placement of order
LOT-2	Within 90-120 days from Date of order placement
LOT-3	Within 150-180 days from Date of order placement

For LD purpose, date of offering the material for Sampling / Bonding shall be considered as date of delivery, if the sample drawn passes in the lab test. If the sample fails in the lab test, fresh date of offering of material for sampling / bonding for which the sample passes in the lab test, shall be considered as date of delivery. In case of delay in offering of material, LD will be levied consignee wise.

Special conditions of Contract

A.1. Source Sampling, Bonding, De-Bonding and testing of Bentonite

1. Sampling, Bonding and De-Bonding of Bentonite will be carried out at Source. Testing of the collected sample of Bentonite will be carried out at RGL, Vadodara.
In case of emergent stock issues, if it is difficult to approach RGL, Vadodara located at distant place, for testing, in such cases nearest RGL can also be approached for testing.
2. Suppliers will intimate the TPI agency two weeks in advance from date of offering of material regarding readiness of the material for sampling. Copy of the mail shall also be sent to CPD (email Id will be communicated at the time of placement of order) for intimation about the readiness of material. The representative of TPI agency shall reach Supplier /manufacturer's premises for sampling, bonding of above Chemical and if same passes in Lab test, debonding of Chemical and Witness of dispatch of chemicals at supplier's end shall also be done by TPI agency, which shall be engaged/hired and paid by ONGC.
3. After the call for sampling/bonding is given by Supplier, the TPI agency shall reach Supplier /manufacturer's premises within 7 Calendar days or on the date of readiness of the material intimated by supplier for inspection, whichever is later. Testing of the samples will be carried out in the designated ONGC labs. After the sample passes the Lab test, Supplier will intimate the date for debonding and dispatch to TPI with a copy to ONGC. Debonding and dispatch shall be carried out only in presence of TPI representative.
4. Sampling, bonding, de-bonding and supervision of dispatch will be carried out by TPI agency. Tentative Scope of Work of TPI agency is attached as Appendix-A for information.
5. Sample will be drawn from the offered lot and bonded by the representative of TPI agency in the presence of firm's representative. Sampling will be carried out as per procedure given below:
 - a. Sampling will be done from each stack.
 - b. Each stack shall not exceed 250 MT.
 - c. Each stack will be placed properly and separately.
 - d. Sampling will be done to the extent of 10 % (minimum) of the total number of bags offered at random.
 - e. The stack shall be accessible from all the sides for proper sampling.
 - f. The stack height should not exceed 2 meters.

The weight of the bags shall be verified randomly as per purchase order and record in the sampling/bonding certificate.

The samples taken from individual bags shall be thoroughly mixed, quartered and packed properly in 4 sample bottles. These sample bottles will carry a label indicating identification details of the material and shall contain one seal each of TPI and supplier.
6. Total Four bulk samples will be drawn during sampling / bonding by TPI Agency. The bulk samples taken at Source will have the seal and signatures of the Supplier and authorised representative of TPI agency.
 - a. Two (2) samples will be sent to designated lab for test.
 - b. One (01) sample will be given to supplier
 - c. One (01) sample will be given to Chemistry Dept.

The sampling/bonding certificate & label of sample shall indicate witness signatures of all the individual parties involved in the exercise.
7. TPI Agency shall forward the samples directly to the ONGC designated laboratory, ONGC Chemistry Department, as specified in the Purchase Order and also send intimation to the Purchase Dept. regarding forwarding of samples to the laboratory for testing and other authorities as mentioned above.
8. In all cases where sample has passed the test and there is no dispute, the sample will be destroyed after six months from the date of receipt of corresponding bulk consignment at the Project.
In case of any dispute, these samples shall be retained till resolution of said dispute. Destruction / non-destruction of such samples shall not override the supplier's obligations under warranty / shelf life or any other supply order conditions.
9. TPI agency will be responsible for proper sampling, bonding of Chemicals and safe dispatch of the samples to designated ONGC Labs. If sample passes in Lab test, debonding will be done by TPI agency. Further, dispatch of chemical shall be done by the Supplier in the presence of the representative of TPI agency. Supplier shall ensure the de-bonding & dispatch of material within 14 days from the intimation of sample being passed in the lab test.
10. After passing of sample in lab test, the supplier should ensure availability of requisite transport for dispatch.
11. The TPI agency will ensure that supply of chemicals is in manufacturer's original packing as specified in the supply order. Each bag / drum of the product should bear mark of the manufacturer, name of the chemical, Lot No, Batch No., date of manufacture and Supply Order Number.
12. The material will be taken on ONGC account only if the material passes in lab test.

13. The firm shall offer the material in safe and secure warehouses so as to protect the material from bad weather.

A- 2.0 Rejection of Bulk Sample

The materials rejected by the Inspection Officer during inspection will be replaced by the vendor immediately, latest within two weeks of such rejection. Any rejection by Inspecting Officer shall 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-sampled and retested in his presence from the same laboratory where it was tested earlier.

(Option-II) Supplier may lift the failed material, re-process it and re-offer. Supplier will replace the material at its cost within delivery schedule, failing which provision of "Failure and Termination Clause/ Liquidated Damages Clause" of Tender document will be applicable.

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

a. Incident shall be raised in GeM portal if the tender is being processed through GeM. However, in case tender is being processed under ONGC e-tender portal, the supplier on his part will be debarred from participating in ONGC tenders for a period of one year.

(Following provision applicable for tender being processed through GeM as well as ONGC e-tender portal)

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

A- 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.

A- 4.0 Random Sampling

For the material inspected at source, suitable provision shall be made in supply order that ONGC reserves the right to carry out random sampling at destination in the presence of supplier's representative. However, in case supplier does not depute its representative within time specified in intimation by ONGC regarding sampling, ONGC shall carry out sampling without presence of supplier's representative. The samples so collected shall be tested at designated ONGC Labs. Rejected materials shall be replaced by the supplier free of cost.

B- Packing & Marking:

Packing:

Manufacturer's original packing / The material shall be packed in New laminated HDPE bag, with moisture proof inner insert of polythene, strong enough to withstand rigors of transit and storage.
Capacity: 50 kg net per bag.

Markings on the bags:

1. Name of the Product:
2. Supply Order No. and Date:
3. Name of the Supplier/ Manufacturer:
4. Month and Year of Manufacture:
5. Lot Number:
6. Net Weight :
7. Hazard warnings: Instructions for handling/ immediate measures to be taken on exposure, if any.

Appendix-A

Scope of Work of TPI agency for Chemicals

INTRODUCTION

ONGC procures a number of chemicals (as listed at Annexure-I), for operational use based on annual / biennial total requirements, by inviting GeM/ ICB tenders. Purchase orders are placed to the successful bidders as per ONGC procedures for supply of material. The purchase orders of imported chemicals are placed by Corporate material management office Delhi /Dehradun / or by office of material management of different work centers depending upon the category of chemicals. The total ordered quantity of each chemical is supplied in staggered way in lots of fixed quantity. The exact lot quantity and delivery dates of each lot is mentioned in the purchase orders.

ONGC wishes to empanel TPI agencies that have requisite expertise of sampling, bonding, testing, de-bonding and supervision of dispatch of chemicals in foreign countries or in India for quality assurance of the procured chemicals.

1. Indigenous Chemicals

Scope of Work:

TPI agency has to carry out inspection, sampling, bonding of the chemicals as per ONGC specifications & standard procedures to ensure quantity & quality of ordered chemicals as well as in time de-bonding and witness of dispatch of material.

- a. The TPI agency will be responsible for the overall quantity and quality of the material from inspection in the supplier/manufacturer's premises till dispatch of the material.
- b. The representative of TPI agency should reach Supplier /manufacturer's premises for Sampling & bonding within 7 calendar days from the date of intimation by Supplier/ONGC regarding readiness of the material for inspection.
- c. TPI agency will carry out inspection, sampling and bonding in the premises of the supplier/manufacturer in presence of supplier/manufacturer's representative & subsequently send the collected sample to designated ONGC Labs for further testing. TPI agency shall ensure to handover the samples or dispatch the collected sample immediately (maximum two days) to the designated lab for testing.
- d. TPI agency will bond the sampled lot in presence of supplier's/ manufacturer's representative, and put his seal on each stack.
- e. TPI agency will submit sampling and bonding certificate (Annexure-II) in duly filled format furnished by ONGC. The sampling and bonding certificate will be signed and sealed by both the TPI agency & supplier's /manufacturer's representative.
- f. Testing of the samples will be carried out in the designated ONGC labs and after the sample passes the lab test, the representative of TPI agency should reach supplier's/manufacturer's premises for debonding and witness the dispatch of material within 7 calendar days from the date of intimation by Supplier/ONGC.
- g. If bulk sample conforms to technical specifications, the material will be debonded by TPI in presence of representative of supplier/manufacturer as per debonding and dispatch certificate (Annexure IV). The debonding and dispatch certificate will be signed and sealed by both the TPI representative and supplier's/ manufacturer's representative.
- h. TPI agency will submit duly signed & sealed sampling and bonding certificate, debonding and dispatch certificate to ONGC with a copy to the supplier/ manufacturer immediately after completion of each job.

Instructions for Inspection, Sampling, Bonding, Debonding & Dispatch:

The firm shall offer the material in safe and secure ware houses so as to protect the material from bad weather

- a. TPI representative has to ensure:
 - i. The total lot size quantity has been packed & stacked as per procedure mentioned in the purchase order. Size of each lot should not be more than 100 MT/ or as mentioned in PO (more than which shall not be accepted).
 - ii. The stack height should not exceed 2 meters (in case of powder chemical).
 - iii. If the physical state of ordered material is liquid, then stack size & placement of packed material (offered by the firm for sampling and bonding) in stacks will be as per the purchase order.
 - iv. If the quantity available for sampling and bonding is less than the offered quantity, The TPI representative will report it to the purchase order placement authority & will carry out inspection, sampling, bonding only after confirmation from ONGC. Only the actual quantity offered for sampling and bonding shall be recorded in the sampling and bonding certificate.
- b. Adequate space should be available to move around and have access to any bag that the TPI representative chooses for sampling. Making passage for thorough sampling is obligatory. In view of the responsibility of the TPI representative to have complied with the procedures of sampling, TPI representative is empowered to exercise discretion in this regard to create these facilities without which sampling may be refused as it may not end up with a representative sample of whole stack as desired i.e. representative sample of the whole stack.
- c. The marking on the bags/drums shall be as per ONGC purchase order and will be recorded in sampling and bonding certificate.
- d. The TPI agency will verify the net weight of the bags/drums randomly for minimum 5 % of the offered stack. In case the average net weight is less than the bag weight mentioned in ONGC purchase order, the stack shall be rejected. Net weight of the bags shall be recorded in the sampling and bonding certificate.
- e. The TPI representative will inspect the packing material used as per the packing specifications of purchase order, and will record in sampling and bonding report. Lot will be sampled only, if the packing is as per packing specification stipulated in the purchase order.
- f. Sampling will be carried out as per procedure given below:
 - i. Samples will be drawn from each stack of offered lot separately and the lot will be bonded by the representative of Third Party Agency (TPI) in the presence of firm's representative.
 - ii. For quality check, sampling will be done randomly of 10 % (minimum) of the total number of bags offered stack wise.
 - iii. Minimum 2.5 kg sample will be collected from each stack. The sample taken from each stack shall be thoroughly mixed to make representative sample which is to be divided into four equal parts (each containing 500 gms approx.) and packed properly in plastic bottles.
 - iv. Each sample will be labelled (as per format at Annexure-V), sealed and signed by the TPI representative and the supplier.
 - v. The distribution of four samples will be as follows:
 - a. Two samples will be sent to designated ONGC Lab for testing.
 - b. One sample will be given to ONGC Chemistry department.
 - c. One sample will be given to the supplier.
 - vi. The sampling and bonding certificate should be duly signed by the TPI representative as well as supplier's representative (copy of sampling and bonding certificate format enclosed). The name and designation of the representatives signing the certificate should be clearly indicated on the certificate.
- g. It is the responsibility of supplier to keep the sampled and bonded material in safe custody till it is dispatched under the supervision of TPI representative.

entatives.

Dispatch of material will be made only if samples collected and tested conform to ONGC specifications.
Dispatch of the tested and accepted material will be sole responsibility of the supplier immediately on arrival of the TPI representative.

ONGC reserves the right to inspect/ test the material at destination through random checks as per established ONGC method, to ensure quality and quantity, and such results shall be final and binding on the TPI agency.
In case of destination sampling, if the material fails to conform to ONGC specification during testing of the material in ONGC laboratory, ONGC may take suitable action against TPI agency including but not limited to non-payment/ deduction of TPI charges.

During the bidding for individual tenders, ONGC shall provide the number of days tentatively required for sampling, bonding, debonding and dispatch of the chemicals.

During the bidding for individual tenders, ONGC shall provide the tendered specification along with standard testing procedure to ensure quality of the ordered chemicals.

After finalizing of a particular tender, the empanelled agency shall submit their price bids, within scheduled date from date of RFQ.

The TPI agency shall be ready to deploy their representative within 7 calendar days of placement of order.

Annexure- A

Undertaking

(To be submitted on Company's Letter Head)

Bidder will supply the material as per "ONGC technical specifications" and will adhere to it during the entire period of contract.

2. Bidder agrees to the terms and conditions of the "Source sampling, bonding, de-bonding and testing" of supplied material as per Para A- 1.0 of Special condition of contracts.

3. Bidder agrees to the terms and conditions of the "Rejection of Bulk Sample" clause as per Para A-2.0 of Special condition of contracts.

4. Bidder confirms to supply the material in "Standard Packing & Marking" as per Para-B of Special condition of contracts.

5. 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.

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

2.10 Buyer Added Bid Specific ATC:

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

2.11 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](#)

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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