

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687771812996

अनुबंध तिथि | Generated Date : 31-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4773706](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Petroleum and Natural Gas विभाग Department : NA संगठन का नाम Organisation Name : Oil and Natural Gas Corporation Limited कार्यालय क्षेत्र Office Zone : Mehsana Asset	पद Designation : Material Management Officer संपर्क नंबर Contact No. : 02762-262591- ईमेल आईडी Email ID : buyer571.ongcl.gj@gembuyer.in जीएसटीआईएन GSTIN : 24AAACO1598A4ZQ पता Address : OFFICE OF I/C MM, CENTRAL STORES COMPLEX, PALAVASANA, MAHESANA, GUJARAT-384003, India

निरीक्षण का प्रकार Type of Inspection:	निरीक्षण का स्थान Place of Inspection:
Post Dispatch	Inspection To be conducted at Consignee location

गुणवत्ता आश्वासन योजना के लिए कृपया बोली देखें | For Quality Assurance Plan please refer to the bid GEM/2024/B/4773706

निरीक्षण एजेंसी / प्राधिकरण | Inspection Agency/ Authority: CONCERNED ONGC INDENTOR

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: CGM (MM) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : ED (AM)	Role: PAO भुगतान का तरीका Payment Mode: ONGCOnline पद Designation : DGM FA ईमेल आईडी Email ID : pao8.ongc.mehsana@gembuyer.in जीएसटीआईएन GSTIN : 24AAACO1598A4ZQ पता Address : OFFICE OF I/C MM, CENTRAL STORES COMPLEX, PALAVASANA, Mahesana, GUJARAT-384003, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : E0CB200001474850 कंपनी का नाम Company Name : Sarvamangal Enterprise संपर्क नंबर Contact No. : 09825151308 ईमेल आईडी Email ID : info@sment.in पता Address : 234, Ellisbridge Shopping Center, Opp. Town Hall, Ashram Road, Ellisbridge, Ahmedabad, GUJARAT-380006, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-GJ-01-0014683 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 24ACDFS7520A2ZL (R), (M)

*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 : Unbranded--Sarvamangal Enterprise ETHYLENE GLYCOL MONO BUTYL ETHER (EGMBE)- ONGC 180 kilogram ब्रांड Brand : Unbranded--Sarvamangal Enterprise ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Ethylene Glycol Mono Butyl Ether (EGMBE) (ONGC) (Q3) मॉडल Model: SARVAMANGAL एचएसएन कोड HSN Code: HSN not specified by seller	205,920	kilogram	137.1	NA	28,231,632
कुल ऑर्डर मूल्य Total Order Value (in INR)						28,231,632

निरीक्षण अधिकारी | Inspection Officer:
नाम | Name: CONCERNED INDENTOR OR ITS AUTHORIZED REPRESENTATIVE

ईमेल | E-mail: notapplicable@contactbuyer.in

संपर्क | Phone: Not Applicable

परोषिती विवरण | Consignee Detail

क्र.सं. S.No	परोषिती 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
1	पद Designation :- ईमेल आईडी Email ID : con15.ongc.mehsana@gembuyer.in संपर्क Contact : 02762-262464- जीएसटीआईएन GSTIN : 24AAACO1598A4ZQ पता Address : OFFICE OF I/C MM, CENTRAL STORES COMPLEX, PALAVASANA, MAHESANA, GUJARAT-384003, India	Unbranded-- Sarvamangal Enterprise ETHYLENE GLYCOL MONO BUTYL ETHER (EGMBE)- ONGC 180 kilogram	1	51,480	31-May-2024	30-Jun-2024
			2	51,480	01-Jul-2024	30-Jul-2024
			3	51,480	31-Jul-2024	29-Aug-2024
			4	51,480	30-Aug-2024	28-Sep-2024

Auto CRAC Days : 60

Product Specification for Unbranded--Sarvamangal Enterprise ETHYLENE GLYCOL MONO BUTYL ETHER (EGMBE)- ONGC 180 kilogram

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Description	Item	ETHYLENE GLYCOL MONO BUTYL ETHER (EGMBE)- ONGC
Requirements	Conforming Specification No of the product	ONGC/WS/18/2015 (As per attached sheet)
	Seen and understood ONGC/WS/18/2015 (As per attached sheet)	Yes
	Test Procedure for the product	ONGC/ Test Procedure Vol-III/WS/18 (As per attached sheet)
	Seen and understood ONGC/ Test Procedure Vol-III/WS/18 (As per attached sheet)	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	Yes
	Test Report to be submitted to the Buyer on Demand (Select NA if Test report is not available)	Yes
Packing and Marking	Packing	"New HDPE drum/carboys with leak tight stopper & screwed cap with handle, strong enough to withstand rigours of transit & storage. "
	Packing Size	180 kilogram
	Marking	"Following information should be marked on the packing: 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."

खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for Unbranded--Sarvamangal Enterprise ETHYLENE GLYCOL MONO BUTYL ETHER (EGMBE)- ONGC 180 kilogram

विनिर्देश Specification	मूल्य Value
Quantity Required	Total quantity required is to be considered as 343.08 Metric Ton (343080 KG)

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. Applicable Drawing Document	mkp.gem.gov.in/uploaded_documents/cms/tp/home_chem_comp_orga_et16856214/51/16/877/CategorySc hema/gem_dgsnd_drawing_document/2022/7/25/procedure-of-sampling_2022-07-25-14-45-10_e75821f18153cb0 587d42eb04987a4c5.pdf
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2. Applicable Specification Document	mkp.gem.gov.in/uploaded_documents/cms/tp/home_chem_comp_orga_et16856214/51/16/877/CategorySc hema/q_r_spcn_document/2020/7/21/ongc-specification-ws18_egmbe_2020-07-21-10-05-29_f3d284350d8225863a578c17b84c2633.pdf
3. Verified and Signed Tp document	mkp.gem.gov.in/uploaded_documents/cms/tp/home_chem_comp_orga_et16856214/51/16/877/CategorySc hema/tp_document/2022/7/25/egmbe_ws-18_stp_2022-07-25-14-45-05_7e0e77488683d3d01c39c12a9f74aa80.pdf

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 Generic

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

2.2 Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

ONGC
CENTRAL STORE COMPLEX
PALAVASNA
MEHSANA
GUJARAT-384003
.

2.3 Generic

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 %.

2.4 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](#)

2.5 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

2.6 Generic

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

2.7 Generic

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

Applicable Concessional rate of GST :

12
%

Notification No.and date :

08/2022
dated
13/07/2022

2.8 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

2.9 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.

2.10 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.

10195642361

IFSC Code

SBIN0007466

Bank Name

State Bank of India

Branch address

SBI ONGC-PALAVASANA, MEHSANA BRANCH (07466)

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.

2.11 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.

10195642361

IFSC Code

SBIN0007466

Bank Name

State Bank of India

Branch address

SBI ONGC-PALAVASANA, MEHSANA BRANCH (07466)

. 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.

2.12 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. TECHNICAL BID EVALUATION CRITERIA:

A. Vital Criteria for acceptance of Bids:

Bidders are advised not to take any exceptions / 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.

However during evaluation of bids, ONGC may at its discretion 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.

B. Technical Rejection Criteria:

B.1. The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

B.1.1. Manufacturer's experience & supply details: In case the bidder is a manufacturer of the offered item (s), he should satisfy the following along with documentary evidence, which should be enclosed along with the techno-commercial bid:

a) Manufacturer's experience: The bidder should possess minimum two (02) Years of experience of manufacturing of:

1. Ethylene Glycol Mono Butyl Ether (EGMBE)

(Quoted item (s) as the case may be).

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

b) Supply details: The bidder should have manufactured and supplied minimum 10% of tendered quantity of

1. Ethylene Glycol Mono Butyl Ether (EGMBE)

(Quoted item (s) as the case may be)

to various companies during last Five (5) years [For this purpose the period reckoned shall be the period prior to the original scheduled date of opening of th

e techno-commercial bid].

Documentary evidence in respect of this 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 Receipt Delivery Challan (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.

1.2.1. In case the bidder is not a manufacturer, then the bidder is required to submit documentary evidence in respect of the above B.1.1 (a) and B.1.1 (b) of the concerned manufacturer (having supplied such items either by the manufacturer himself or his distributor) along with the techno-commercial bid.

1.2.2. Bidders, who have successfully executed development order for

Quoted item(s) placed by ONGC / Oil pursuant to successful field trial testing would be considered as establish source of supply and in that case, documents f or satisfying BEC Clause B.1.1 (a) and B.1.1 (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.

(Note: For development order issued by ONGC after 02.12.2020, such certificate should have been issued by Head INDEG only).

1.2.3 In case Start-up bidder has successfully executed Purchase Order placed by ONGC/ OIL/ IOCL/ HPCL/ BPCL/ GAIL for Quoted item(s) 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 subjected to submission of required documents mentioned below:

If the bidder is Start-up (Definition of Start-up 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 relaxations as stipulated in tender document, then they should submit the following documents:

1. Registration Certificate issued by Department of 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.

2. A declaration from the Directors/Partner of the start-up stating that bid is submitted by Start-up as Manufacturer of Quoted item(s) and not as trader/dealer/distributor.

In case the start-up does not meet the experience criteria, start-up can submit their detailed proposal separately and not against the instant tender requirement, for development order to Head INDEG, Oil and Natural Gas Corporation Limited, Deendayal Urja Bahvan, 5-A Nelson Mandela Marg, Vasant kunj, New Delhi - 110070 at the email id as designated for this purpose on ONGC tender website (www.tenders.ongc.co.in) about its product or services along with the documents as mentioned above

2. SPECIAL TERMS AND CONDITIONS:

1. 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.

2. The product to be supplied shall be conforming to the tendered specifications with respect to the quality, packing and marking. The supplier shall offer the material for sampling/ inspection as per quantities and delivery schedule of the supply order. Material is to be supplied at Destination for sampling/ inspection.

3. Supplier must submit Material Safety Data Sheet (MSDS) along with dispatch document at the time of supply.

4. The shelf life of the material to be supplied & drums should be minimum 12 months from the date of dispatch & the material to be supplied should be of recent make.

5. The supplier shall ensure that correct quantity of the chemical is filled in each container and supplied as per requirement of technical specification.

6. Receipt of short quantity due to leakage / breakage of drums or due to any other reason up to maximum of 1 % (lot wise) will be accepted by ONGC without any punitive action against the supplier and payment shall be released accordingly for GR quantity after testing/ inspection and acceptance of material.

7. The supplies will be tested and inspected on receipt before taking the material on charge by ONGC. Each packing of the product should bear marking as per packing and marking instructions of tender documents. Supplied order / Lot will be sampled only if the packing & marking is as per packing marking specification stipulated in the order. Any rejection by Inspecting Officer shall be considered final and binding on the vendor.

In the event of bulk sample getting rejected on the basis of packing & marking conditions during the sampling, the supplier will be asked to either modify the packing/ marking as specified in tender document or replace it and offer again. Any rejection by Inspecting Officer shall be considered final and binding on the vendor.

8. Samples shall be drawn jointly by a team consisting of Chemist and In-charge warehouse (or his authorized representative of minimum E-O level) from ONGC. Supplier shall depute its representative at its own cost for witnessing sampling of chemicals at destination, for which an intimation shall be given by ONGC to the supplier giving at least two days' time. However, in case supplier do not depute its representative within time specified in intimation, ONGC shall carry out sampling without presence of supplier's representative.

The following Sampling and inspection procedure will be adopted.

a). The material shall be sampled by officers nominated by Surface Chemistry Section -ST & MM Section of Mehsana Asset. The sample will be tested by ONGC authorized Lab as per specification given in the tender.

b) Samples will be drawn by ONGC officers (jointly by both Chemist and I/c warehouse (or his authorized representative of minimum EO level) by adopting random sampling system as per existing sampling procedure of ONGC (to the extent of 10 % (minimum) of the total number of packs).

c) Total five numbers of sample containers will be made after drawing composite sample and mixing it thoroughly. About 500 ml/ gm sample will be filled in each sample container. Each sample container will have seal & signatures of the party (supplier) and ONGC (both Chemist and I/c warehouse (or his authorized representative of minimum E-O level)). However, in case supplier does not depute its representative within time specified in intimation by ONGC regarding sampling, ONGC shall carry out sampling without presence of supplier's representative and such bulk samples shall bear seal of ONGC only with signatures of both the Chemist and I/c warehouse (or his authorized representative of minimum EO level). Two samples will be sent ONGC authorized Lab for testing purpose. One sample will be given to the supplier, one sample will be retained by the Indenter (Chemistry Department) and one sample will be kept with I/c warehouse.

If the supplier does not depute its representative for witnessing sampling of chemicals at destination, suppliers sample shall be retained by the indenter for a period as mentioned below in point No. (i). This sample shall be collected by the supplier from indenter office during the said period.

While taking out samples from the warehouse, entry in this regard shall be made in the register available with security (who will put security stamp on the samples at the warehouse / Store).

The bulk sample will be considered acceptable when it meets the tender specification.

e). The sample will be tested at RGL (Regional Geoscience Laboratory), Vadodara or any other authorized RGL, ONGC as per specification given in the tender.

f). Following RGLs are authorized for testing of below mentioned Flow assurance chemicals:

A). For EGMBE:

(i) Regional Geoscience Laboratory, ONGC, Vadodara

(ii) Regional Geoscience Laboratory, ONGC, Chennai

(iii) Regional Geoscience Laboratory, ONGC, Panvel, Navi Mumbai

(iv) Regional Geoscience Laboratory, ONGC, Rajahmundry

g). The bulk sample will be considered acceptable when it meets the tendered specification.

h) Lab tested and accepted material will be taken on charge by ONGC. Payment will be released upon taking of material on charge after testing and acceptance.

i) In all cases where sample has passed the laboratory test and there is no dispute, the sample will be destroyed after six month from the date of receipt of corresponding bulk consignment at the Project. In case of any dispute, these samples shall be retained till resolution of said dispute. Destruction / non-destruction of such samples shall not override the supplier's obligations under warranty or any other supply order conditions.

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

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

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

a). Incident shall be raised on GeM Portal.

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

10. Submission of test report along with bid shall not be required /mandatory. However in respect of performance chemicals, in case a bidder wishes to get their material tested in ONGC Lab on payment basis before submission of their offer, then such facility on payment basis shall be available at ONGC authorized Lab (s) / RGLs as mentioned above, point No. 8 (f).

11. For EGMBE: Order will be split in 60:40 ratios between L1 & L2/L3/L4/L5/L6/... bidder subject to price matching to L1 rate. Price matching with L1 will be carried out in order of bidder's original price ranking & will be terminated at the point of achieving price matching. If no price matching is achieved the L1 bidder will be awarded for supply of full quantity.

Note:

Ø Above splitting criteria would be applicable only in case when there is no splitting by any other Purchase Preference Policy (ies) (PP-MSE or PP-LC or Both).

If splitting is occurring/achieved due to Purchase Preference Policy (ies) (PP-MSE or PP-LC or Both), then order would be split as per prevalent policy (ies) only and splitting vide above clause will not be applicable.

12). Supplier shall submit Proforma Invoice complete in all respect well in adva

nce (minimum 21 days prior to schedule delivery / dispatch date of each lot) for processing of EC application from DGH. After receiving confirmation of EC issuance from ONGC, the supplier shall deliver the material as per delivery schedule. Date of receiving of confirmation of EC from ONGC will be treated as intimation to supplier for dispatch in all scenarios.

With regard to Liquidated damage (LD), following two points shall be applied:

a). In case, Supplier submitted Proforma invoice within the stipulated time (minimum 21 days prior to schedule delivery/dispatch of that particular Lot) and EC gets delayed beyond 21 days from the date of submission of Proforma Invoice then ONGC will provide extension in delivery date accordingly without levy of LD considering 7 days' time for delivery of material at ONGC store after intimation of EC.

b). If Supplier fails to submit the Proforma Invoice within the stipulated time (minimum 21 days prior to schedule delivery/dispatch of that particular Lot) and EC gets delayed, resulting in delivery of material beyond original DOD, then extension in delivery date will be provided accordingly with levy of LD.

13). Where DOD extension is required, supplier has to send a request letter well in advance (before 15 days minimum) from the scheduled date of delivery of material

14. Liquidated Damage(LD):

(a) LD will be imposed if material is not delivered within the delivery period of the purchase order.

(b) In case a Lot is to be replaced due to failure in laboratory test after sampling / inspection, LD will be levied on the Lot value from the due date (original date of delivery as per order) of particular Lot of material supply.

(c) If desired by ONGC part supply can be made of a particular lot for which part payment will be made. However remaining quantity of the lot should be supplied within original due date of delivery of that Lot.

(d) LD will be imposed on the total value of the order / Lot unless 75% of the value ordered is supplied within the stipulated delivery period. Where 75% of the value ordered has been supplied within stipulated delivery period, LD will be imposed on the order value of delayed supply(ies). However, where in judgment of ONGC, the supply of partial quantity does not fulfil the operating need, LD will be imposed on full value of the supply order.

15). ONGC reserves the right to increase or decrease the tender quantities against any/ all the items of the tender by 20% before price bid opening.

16). 100% payment for supplies against the order will be made after receipt of material at destination and after satisfactory inspection / testing. However in case of multiple stacks, even if one stack fails in lab test, payment shall be withheld for the lab test passed stacks, until the failed stacks are replaced and tested.

18). Stack Size for Sampling purposes:

For E₂G₂M₂B₂E₂: each Stack shall not exceed 250 barrels (drums).

3. DELIVERY SCHEDULE:

S. No.	Chemical	Lot	Quantity	Delivery Schedule
1.	E ₂ G ₂ M ₂ B ₂ E ₂ (343.08 MT i.e. 343080 KG)	I	85.68 MT (85680 KG)	Within 30 days from the date of issue of GeM contract / order.
		II	85.68 MT (85680 KG)	Within 30 days after the scheduled date of delivery of Lot-I
		III	85.68 MT (85680 KG)	Within 30 days after the scheduled date of delivery of Lot-II

		IV	86.04 MT (86040 KG)	Within 30 days after the scheduled date of delivery of Lot-III
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4. PACKING AND MARKING OF EGMBE:

Packing	<p>New HDPE drum with leak tight stopper, strong enough to withstand rigors of transit and storage.</p> <p>Capacity 180 Kg net per drum.</p> <p>Empty drum weight should not be less than 9 .5 kg.</p>
Marking	<p>Each drum shall have clearly legible marking (which should not be easily removed) as given below:-</p> <p>a) Name of product</p> <p>b) Name of Manufacturer & supplier.</p> <p>c) Date /Month/Year of manufacture.</p> <p>d) Best Before (Date of expiry)</p> <p>e) P.O. No. & date against which supplies are made.</p> <p>f) Lot No and Batch No.</p> <p>g) Net weight & Gross Weight</p> <p>h) Warning, if any</p>
Shelf life	<p>Shelf life of material as well as drum should not be less than 12 months from date of dispatch.</p>

5. CORPORATE SPECIFICATION:

Under 'Buyer uploaded ATC document'

6. TEST PROCEDURE:

Uploaded under QAP of this bidding document

7. Vendor Invoice Management System (VIM System): Invoices along with 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 with class II/III signature) and supporting documents can be uploaded in VIMS Portal by logging-in with the help of Vendor 2. All bidders (i.e. Class-I local supplier, Class-II local supplier, Non-local supplier) shall provide percentage of local content bid irrespective of whether they are availing or not availing purchase preference under PP-MII policy.

8. All bidders (i.e. Class-I local supplier, Class-II local supplier, Non-local supplier) shall provide percentage of content in their bid irrespective of whether they are availing or not availing purchase preference under PP-MII cy.

9. After award of contract, the successful bidder must provide vendor code registered with ONGC, in case bidder is not th ONGC then bidder shall provide Vendor Code after creating the same at <https://etender.ongc.co.in/> by following the ioned therein for new bidders.
10. After TBO, the bidders who have submitted/deposited EMD shall provide vendor code registered with ONGC for the eating EMD in SAP system, in case bidder is not registered with ONGC then bidder shall provide Vendor Code after creating e at <https://etender.ongc.co.in/> by following the process mentioned therein for new bidders.
11. Bidders can also submit e-PBG: For issuance of Electronic Bank Guarantee through National E-Governance Servi ces 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	ebg@ongc.co.in
(v)	Contact No.	0120-6034040, 0120-4487711
(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 st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh
(x)	Communication Address Pin code	201309

12. PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT:

Public Procurement (Preference to Make in India) Order 2017” (MII) (as amended from time to time) of Department for Promotion of Industry and Internal Trade, read with Ministry of Petroleum & Natural Gas Notification dated 26.04.2022 on PPP-MII Order (as amended from time to time) :

1. Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by D PIIT and as amended from time to time, shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&N G with certain modifications as mentioned in MoPNG notification(as amended from time to time).

2.	Definitions
2.1	<p>'Local content ' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p> <p>In terms of DPIIT Circular No. P-45021/102/2019-BE-Part(1)(E-50310) dated 04.03.2021, the bidders offering imported products will fall under the category of Non local Suppliers.</p> <p>In terms of Ministry of Petroleum & Natural Gas Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022, Local value addition through services such as transportation, insurance, installation, commissioning, and training and after sales services support like AMC/ CMC etc. shall be considered in local content calculations.</p>
2.2	' Class-I local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.
2.3	'Class-II local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.
2.4	'Non - Local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class- II local supplier' under this Order.
2.5	'L 1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
2.6	'Margin of purchase preference ' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
2.7	'Nodal Ministry ' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
2.8	'Procuring entity ' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
2.9	'Works' will also include 'turnkey works'/LSTK Contracts.
3	<p>Eligibility of 'Class-I local supplier'/ 'Class-II local supplier '</p> <p>(a) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid.</p> <p>(b) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.</p>
3A	<p>Purchase Preference</p> <p>(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.</p> <p>(b) In the procurements, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:</p> <p>i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.</p> <p>ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter , the lowest bidder among the 'Class-I local s</p>

supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:

- a) Only 'Class I local suppliers' and 'Class II local suppliers' are eligible to participate in the bidding process as per provisions of this Order.
- b) If Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- c) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

4. Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

5.	Margin of Purchase Preference: The margin of purchase preference shall be 20%.
6.	<p>Verification of local content:</p> <p>a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>c) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.</p> <p>d) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints</p> <p>e) Nodal Ministries and procuring entities may prescribe fees for such complaints.</p> <p>f) False declarations will be in breach of tender conditions for which a bidder or its successors can be debarred for up to two years as per ONGC Banning provisions along with such other actions as may be permissible under law.</p> <p>g) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in the PPP-MII Order issued by DPIIT (as amended).</p> <p>h) In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.</p>
7.	<p>Reciprocity Clause</p> <p>i Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.</p> <p>ii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p>
8.	<p>Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content</p>
8A	<p>In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.</p>

2.13 *Buyer Added Bid Specific ATC:*

Buyer uploaded ATC document [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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