

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687764537626

अनुबंध तिथि | Generated Date : 10-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4807460](#)

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 : 393010	पद Designation : MM OFFICER2 संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buyer4.ongc.akv@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : New building, ONGC, BHARUCH, GUJARAT-393010, India

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 : GM (Chem) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GM (F&A)	Role : PAO भुगतान का तरीका Payment Mode : ONGCOnline पद Designation : FINANCE PAO 3 ईमेल आईडी Email ID : pao3.ongc.akv@gembuyer.in जीएसटीआईएन GSTIN : 24AAACO1598A4ZQ पता Address : New building, ONGC, Bharuch, GUJARAT-393010, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : F6A7180000339493 कंपनी का नाम Company Name : CHEMTEX SPECIALITY LIMITED संपर्क नंबर Contact No. : 09830008199 ईमेल आईडी Email ID : support@chemtexlimited.com पता Address : 111, Haute Street Building,86A,Topsia Road South,86A Topsia Road South, Kolkata, WEST BENGAL-700046, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-WB-10-0005612 एमएसएमई सामाजिक श्रेणी MSE Social Category : General एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN : 19AADCC5168M1Z6 (R) , (M)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

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 : Chemtex Acid Corrosion Inhibitor for ONGC ब्रांड Brand : Chemtex 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 : Acid Corrosion Inhibitor for (ONGC) (Q3) मॉडल Model: OG230Cat एचएसएन कोड HSN Code: HSN not specified by seller	3,000	kilogram	101.7	NA	305,100
कुल ऑर्डर मूल्य Total Order Value (in INR)						305,100

परोक्ष विवरण Consignee Detail						
क्र.सं. S.No	परोक्ष 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 : - ईमेल आईडी Email ID : con4.ongc.akv@gembuyer.in					

1	संपर्क Contact : 02646-237965- जीएसटीआईएन GSTIN : 24AAACO1598A4ZQ पता Address : New building, ONGC, BHARUCH, GUJARAT-393010, India	Chemtex Acid Corrosion Inhibitor for ONGC	-	3,000	10-Jun-2024	10-Jul-2024
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Product Specification for Chemtex Acid Corrosion Inhibitor for ONGC

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Description	Item	Acid Corrosion Inhibitor for ONGC
	Grade	Grade-II
Requirements	Conforming Specification No of the product	ONGC / WS / 02 / 2015 (As per attached sheet)
	Seen and understood ONGC Specification No:ONGC Specification No : ONGC / WS / 02 / 2015	Yes
	Test Procedure for the product	ONGC/ Test Procedure Vol-III / WS / 02(As per attached sheet)
	Seen and understood ONGC/ Test Procedure Vol-III / WS / 02	Yes
	Seen and understood Destination sampling, bonding and de-bonding of bulk materials indigenous chemicals (As per attached sheet)	Yes
Packing and Marking	Packing	1) New HDPE Carboy with leak tight stopper and screwed cap with handle.
	Packing Size	30 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."
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

खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for Chemtex Acid Corrosion Inhibitor for ONGC

विनिर्देश Specification	मूल्य Value
ONGC Corporate Specification No.	ONGC / WS / 02 / 2015 (Material Code: 100111167)

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. Applicable Drawing Document	mkp.gem.gov.in/uploaded_documents/cms/tp/home_chem_addi_reta_ac44061580/51/16/877/CategorySc hema/gem_dgsnd_drawing_document/2022/7/25/procedure-of-sampling_2022-07-25-11-22-30_e5673968e0d43f9 aee6f6f8b1de8d763.pdf
2. Applicable Specification Document	mkp.gem.gov.in/uploaded_documents/cms/tp/home_chem_addi_reta_ac44061580/51/16/877/CategorySc hema/q_r_spcn_document/2022/7/25/aci_spec_2022-07-25-11-22-37_84b7228f1e76cbb560dfb49afc489d2c.pdf
3. Verified and Signed Tp document	mkp.gem.gov.in/uploaded_documents/cms/tp/home_chem_addi_reta_ac44061580/51/16/877/CategorySc hema/tp_document/2022/7/25/aci_stp_2022-07-25-11-22-41_7dfe782ec5ed0fd13e707d558bf405ed.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 *Inspection*

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

NOT REQUIRED.

Post Receipt Inspection at consignee site before acceptance of stores:

AT ONGC STORE, CPF GANDHAR BY INDENTOR & SAMPLE WILL BE TESTED AT ONGC RGL, VADODARA.

2.3 *Generic*

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

ONGC STORE,
CPF GANDHAR,
NEAR VILLAGE CHANCHVEL,
GANDHAR - 392140
DISTRICT - BHARUCH, GUJARAT

2.4 *Generic*

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

2.5 *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.

2.6 *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 %.

2.7 *Generic*

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

2.8 *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

2.9 *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.

2.10 *Generic*

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

12 MONTHS

Shelf Life. On the date of supply, minimum FROM ACCEPTANCE (QCC) OF MATERIAL AT STORE usable shelf life should be available / balance.

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

ONGC, Ankleshwar
Account No.
10210868032
IFSC Code
SBIN0002675
Bank Name
State Bank Of India
Branch address

ONGC, Ankleshwar (Branch Code: 002675)

. 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 Scope of Supply:

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

2.13 Generic:

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

2.14 Generic:

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

2.15 Generic:

Wherever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within

10 DAYS

days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

2.16 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 :

N/N 08/2022

dated

18/07/2022

2.17 Generic:

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

2.18 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Buyer Added technical text based ATC clauses:

- i) The date of receipt of complete lot of material at destination i.e. at ONGC STORE, CPF GANDHAR, NEAR VILLAGE CHANCHVEL, GANDHAR - 392140 DISTRICT - BHARUCH, GUJARAT will be considered as date of delivery for all purposes provided the material conforms to the tender specification.
- ii) Delivery Schedule: 12000.00 Kg of Acid Corrosion Inhibitor Grade II is to be supplied at ONGC Stores, CPF Gandhar in a single lot within 30 days from the date of GeM Contract.
- iii) Wherever Essentiality Certificate is applicable (PEL/ML), ONGC shall provide the Essentiality Certificate (EC). Only after confirmation of EC, the supplier shall dispatch the material to ONGC store, Gandhar so that the material is received within due date as per the delivery schedule or within 10 days from the date of intimation from ONGC regarding confirmation of Essentiality Certificate, whichever is later. In case there is a delay on supplier's part for submission of Proforma invoice to ONGC, the delay in EC application approval will be attributable to the supplier's account and schedule date of delivery in such cases shall be the date of delivery mentioned in PO. LD shall be applicable as per delivery schedule.
- iv) If the material fails in lab test, the actual date of receipt of complete lot of re-offered material at destination, i.e. ONGC stores, Gandhar will be considered as date of offering/ date of delivery.
- v) Supplier is required to enter the dispatch details in GeM portal at the time of dispatch of the lot. However, delivery details shall be entered by the supplier only after result of the lab test is out.
- vi) Manufacturer Experience:

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

(a) Minimum 2 years of experience of manufacturing of Corrosion Inhibitor.

(b) Should have manufactured and supplied minimum of 10% quantity of Corrosion Inhibitor - 1200 Kg to various companies during the last 3 years.

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

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

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

FOR EXAMPLE, IF BID WILL OPEN ON 01.04.2024 THEN

For part (a), Minimum 2 years of experience of manufacturing of Corrosion Inhibitor means bidder had manufactured and supplied some quantity of Corrosion Inhibitor before

ore 01.04.2022 (Supply Order & Execution proof both are to be uploaded along with bid documents at GeM Portal).

For part (b), bidder should have manufactured and supplied minimum of 10% quantity of Corrosion Inhibitor – 1200 Kg between 01.04.2021 to 01.04.2024 (Supply Order & Execution proof both are to be uploaded along with bid documents at GeM Portal).

vii) Bidders, who have successfully executed development order for Acid Corrosion Inhibitor Grade II 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 manufacturer experience clause 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.

viii) 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 Acid Corrosion Inhibitor Grade II and the material supplied has been used in field satisfactorily, then such Start-up bidders will be considered meeting experience criteria as per Clause 16.vi.a and 16.vi.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 (in case of procurement of Goods)/ Provider of quoted services (in case of procurement of services) and not as a trader/dealer/distributor.

ix) Successful bidder should either upload material safety data sheet (MSDS) along with the bid or confirm that they will furnish MSDS of the product at the time of first supply.

x) Testing of products developed/supplied by vendors prior to dispatch of bulk supply helps vendors/suppliers to check performance against ONGC Specifications. Vendors/suppliers may get their products tested at RGLs on payment basis prior to dispatch of bulk supply.

The testing charges of sample is Rs. 15750.00 + GST.

xi) The supplies will be tested and inspected at destination on receipt before taking the material on charge by ONGC. Samples shall be drawn jointly by a team consisting of Chemist and In-charge warehouse (or his authorized representative of minimum E0 level) from ONGC. Supplier shall depute its representative at its own cost for witnessing sampling of chemicals at destination, for which an intimation shall be given by ONGC to the supplier. However, in case suppliers do not depute its representative within time specified in intimation, ONGC shall carry out sampling without presence of supplier's representative.

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

Sampling of material at destination:

Total Five bulk samples will be drawn during sampling / bonding. The bulk samples taken at destination will have the seal and signatures of the party and ONGC (both Chemist and I/c warehouse (or his authorized representative of minimum E0 level)). However, in case supplier do 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 E0 level).

Two (2) samples will be sent to ONGC Lab for test. One (01) sample will be given to supplier, one (01) sample will be retained with Chemistry Dept. and the fifth one (01) will be kept with I/c warehouse. Chemistry Dept. shall forward the samples directly to the laboratory and send intimation to the Purchase Dept. regarding forwarding of samples to the laboratory for testing.

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.

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.

Rejection of Sample:

The materials rejected by the Inspection Officer during this inspection will be replaced/reoffered by vendor within the delivery schedule of Purchase Order failing which provision of "Failure and Termination Clause/ Liquidated Damages Clause" of Tender document will be applicable. Any rejection by Inspecting Officer 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 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 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 taken :-

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a. Incident shall be raised in GeM portal if the tender is being processed through GeM.

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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).

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xii) Supplier has to submit the following undertaking (duly signed and stamped) on the GeM portal;

UNDERTAKING

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

xiii). Packing & Marking:

PACKING

New HDPE carboy with leak tight stopper and screwed cap with handle, strong enough to withstand rigors of transit and storage.

CAPACITY

35 Ltr. (30 Kg) net per carboy.

MARKING

The following legible marking shall be printed on each carboy;

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.
8. Hazard warnings (instructions for handling/ immediate measures to be taken on exposure), if any.

Buyer Added commercial text based ATC clauses:

- (i) **Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name ONGC, Ankleshwar Account No. 10210868032 IFSC Code SBIN002675 Bank Name State Bank Of India Branch address ONGC, Ankleshwar (Branch Code: 002675). Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.**
- (ii) **The bidder shall submit following undertakings along with their techno-commercial bid submitted vide GeM portal:**
- a) *Declare that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC debarring them from carrying on business dealings with ONGC."*
- b) ***This has reference to our proposed contract regarding to be entered into with Oil and Natural Gas Corporation Ltd. (ONGC). For the purpose of Section 297/299 of the Companies Act, 1956, we certify that to the best of my/our knowledge:***
- (i) ***I am not a relative of any Director of ONGC;***
- (ii) ***We are not a firm in which a Director of ONGC or his relative is a partner;***
- (iii) ***I am not a partner in a firm in which a Director of ONGC or his relative is a partner;***
- (iv) ***We are not a private company in which a Director of ONGC is a Member or Director;***
- (v) ***We are not a company in which Directors of ONGC hold more than 2 % of the paid-up share capital of our company or vice-versa.***
- c) ***Bidder undertakes to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit.***
- d) ***Bidder undertakes that "The quoted price for subject GeM tender is inclusive of applicable GST rate, i.e., 12% of GST against issue of EC by ONGC".***
- (iii) **Bidders are required to follow the technical specifications as uploaded in the GeM Bid. The document uploaded in Buyer defined ATC document shall supersede all other contradicting or missing conditions in the bid document.**
- (iv) **Intended items will be used in the PEL/ML area. Bidder to refer the GeM GTC with respect to PEL/ML area.**

- (v) Loading and Unloading at yard will be under the scope of the supplier.
- (vi) ONGC shall not bear any additional charges while participation on GeM portal, during execution of order or any other GeM related charges/fee. Bidder has to bear it on their own expense.
- (vii) Successful L-1 Bidder may be asked to send a detailed price breakup (indicating GST) during award of contract to the buyer for issuance of Purchase order in the system while awarding the contract.
- (viii) The supplier has to upload invoices in GeM system after dispatching the material and upload invoices in VIMS Portal after publishing test report for payment process. The supplier is required to enter the dispatch details in GeM portal at the time of dispatch of lot. However, delivery details shall be entered by supplier only after successful inspection/testing at destination. The delay for uploading invoices is liable to supplier only.
- (ix) For the Past Performance and experience criteria, the terms in Buyer added Terms & Conditions will prevail.
- (x) Part Payment & Part delivery within a lot is not acceptable.
- (xi) Bank Draft/ Cashier's/Banker's Cheque are not to be considered as acceptable mode for acceptance of Bid Security and Security Deposit.
- (xii) 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.
- (xiii) Micro and Small Enterprise (MSE) bidder, who is holding valid Udyam Registration and is manufacturer of the offered Product, is required to carefully select the option in GeM bid for availing MSE Purchase Preference as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.

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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