



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4961502
Dated/दिनांक : 21-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-06-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-06-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	45 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Oil And Natural Gas Corporation Limited
Office Name/कार्यालय का नाम	393010
Total Quantity/कुल मात्रा	1000
Item Category/मद केटेगरी	High Expansion Foam
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), OEM Authorization Certificate, Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch

Bid Details/बिड विवरण

Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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% (Selected by Buyer) 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 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be

recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

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

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

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

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

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

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

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

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

High Expansion Foam (1000 liter)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Tejas Dnyaneshwar Vaidya	393010, New building, ONGC	1000	60

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer Added Bid specific ATC

(a) Technical clause:

1.	<p>Bidders should have the required facilities for testing the quoted High Expansion Foam as per International standards at their premises.</p> <p>In case the bidder is not the manufacturer, a certificate from the manufacturer to the effect that the manufacturer possesses the required facilities for testing the quoted equipment/ material should be enclosed along with the techno-commercial bid.</p>
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2.	<p>Inspection:-</p> <p>For Indigenous Sourced Chemicals</p> <p>(I) Bidder should agree for inspection by ONGC nominated agency.</p> <p>(II) Bidder should also agree for the sampling at firm site by ONGC in presence of his representative (to be deputed at bidder's own cost for witnessing), as per the Technical specifications (physical & chemical requirement parameters) and procedure for sampling, bonding, testing and de-bonding and acceptance of High Expansion Foam, provided in tender documents and QAP approved by ONGC.</p> <p>{Sample lot (each of 5L) required to be send at lab – total 10L for parameter test as per point 5.0 (A) of TS}</p> <p>(III) Testing of sample shall be carried out at firm site and samples shall be send to lab decided by ONGC.</p> <p>(IV) Bidder should also note that the performance characteristic Test mentioned in Technical Specification {point 5.0 (B)} will be carried out at the time of inspection at firm premises.</p> <p>(V) Bidder to confirm that after NOA they will intimate the ONGC at least two weeks in advance to carry out sampling.</p> <p>(VI) Bidder shall agree to replenish the quantity of Fire Fighting Chemicals (taken from lot for testing) at free for cost.</p> <p>(VII) Laboratory Testing charges to be borne by ONGC.</p>
3.	Bidder to submit all the documents as mentioned in Technical Specifications along with the BID.
4.	Delivery period: 60 Days and Final date of Inspection will be treated as date of Delivery.
5.	After de-bonding procedure material should be deliver within 7 days at final destination.
6.	QAP shall be submitted by Successful bidder for approval.
7.	Document Required from Seller-OEM Authorization certificate in case seller is not a manufacturer and if the bidder is manufacture then the self-undertaking certificate on company's letter head is to be provided along with the offer.

8.	<p><i>Generic:</i> 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.</p> <p>Applicable Concessional rate of GST: 12% Notification No. and Date: DLH/indirect Tax/Circular/22-23/03/47 dated 15.07.2022</p>
9.	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 21 days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."
10.	<p><i>Scope of Supply:</i> Scope of supply (Bid price to include all cost components) : Only supply of Goods</p>
11.	<p><i>Certificates:</i> The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.</p>
12.	<p><i>Certificates:</i> 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.</p>

(b) Commercial clause:

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1.	Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name ONGC, Ankleshwar Account No. 10210868032 IFSC Code SBIN0002675 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.
2.	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.
3.	Bank Draft/ Cashier's/Banker's Cheque are not to be considered as acceptable mode for acceptance of Bid Security and Security Deposit.

4.	Before seeking exemption from EMD submission, bidders are advised to carefully read GeM bid document along with GeM GTC (as available at website gem.gov.in).
5.	<p>Bidders shall also note that for custom bidding, EMD exemption will not be available to Sellers who have got their credentials verified through the process of Vendor Assessment since their Vendor Assessment is done for a specific category and custom bidding is done only when there is no category available on GeM.</p> <p>This tender is being invited through custom bidding.</p>
6.	ONGC shall not borne 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.
7.	<p>Bidder shall submit following undertaking (On company letter head):</p> <p><i>"We declare that neither ourselves, nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC debarring us from carrying on business dealings with ONGC."</i></p>
8.	<p>The bidder shall submit following undertaking (On company letter head):</p> <p><i>"We undertake that all the documents/ certificates/ information submitted by us against this bid are genuine."</i></p>
9.	<p>The bidder shall submit following Proforma for Certificate on Relatives of Directors of ONGC (On company letter head):</p> <p><i>"This has reference to our proposed contract regarding to be entered into with Oil and Natural Gas Corporation Ltd. (ONGC).</i></p> <p><i>For the purpose of Section 297/299 of the Companies Act, 1956, we certify that to the best of my/our knowledge:</i></p> <p><i>(i) I am not a relative of any Director of ONGC;</i></p> <p><i>(ii) We are not a firm in which a Director of ONGC or his relative is a partner;</i></p> <p><i>(iii) I am not a partner in a firm in which a Director of ONGC or his relative is a partner;</i></p> <p><i>(iv) We are not a private company in which a Director of ONGC is a Member or Director;</i></p> <p><i>(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."</i></p>
10.	Bidder shall submit a copy of valid GST registration certificate under GST Legislation of India.
11.	Bidder to submit Power of Attorney (POA) in the name of authorized signatory signing the bid and various undertakings/declaration sought in the bid.

12.	<p>Payment related documents: Successful bidder is advised to upload Tax Invoice/E-invoice digitally signed at VIMS portal of ONGC (https://vims.ongc.co.in).</p> <p>Following documents required to be submitted for payment purpose:</p> <ol style="list-style-type: none"> 1 Copy of Tax Invoice (original) 2 Proof of dispatch (RR/GCN/LR/e-way bill etc.) 3. Copy of the e-way bill / e-way bill number (Wherever applicable)
13.	Bidder to provide the Vendor code of ONGC (if available) in case bidder has submitted EMD.
14.	<p>Bidder to provide following documents along with their bid for Vendor Code (if vendor code is not available) creation in case bidder has submitted EMD:</p> <ol style="list-style-type: none"> a. Copy of PAN Card. b. Copy of GSTIN. c. Copy of Cancelled Cheque. d. Copy of EFT Mandate duly certified by Bank.
15.	<i>Liquidated Damages: As per GeM GTC.</i>

For any further queries, kindly contact Ms. Aishwaraya Lata, Sr. Fire Officer, Email id: lata_aishwaraya@ongc.co.in and Ph No. +91-9409304338

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---