

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-06-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-06-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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	Central Procurement Department
Total Quantity/कुल मात्रा	32032
Item Category/मद केटेगरी	Synthetic Oil for AVON (Siemens Energy) and GE Turbines
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	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *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	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes

Bid Details/बिड विवरण	
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	CONCERNED ONGC INDENTOR
Auto CRAC Days	60
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	382300

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	5

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

ONGC  
CENTRAL PROCUREMENT DEPARTMENT, 8th Floor, Core 3 &4, ONGC Scope Minar, Laxmi Nagar, New Delhi - 110092  
(Ongc)

#### Splitting/विभाजन

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

#### MII Purchase Preference/एमआईआई खरीद वरीयता

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

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

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference 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.

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

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

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

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

purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

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

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

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

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

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

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

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

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

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

## **Synthetic Oil For AVON (Siemens Energy) And GE Turbines ( 32032 liter )**

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

### **Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेपिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Tarasankar Mitra	410206,INCHARGE RECEIPT, Nhava Supply Base, ONGC, Nhava, Raigad-410206, Maharashtra, India	32032	90

## 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. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 3. 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/8/2022

dated

13/07/2022

### 4. Generic

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

### 5. 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.

#### 6. **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.

#### 7. **Scope of Supply**

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

#### 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

#### 9. **Generic**

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

#### 10. **Certificates**

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

#### 11. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 12. **Warranty**

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

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

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

Oil and Natural Gas Corporation Limited  
Account No.  
30523059388  
IFSC Code

SBIN0017313  
Bank Name  
State Bank of India  
Branch address  
State Bank of India, Corporate Accounts Group-II, Gole Market New Delhi 110 001

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

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

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

Oil and Natural Gas Corporation Limited

Account No.

30523059388

IFSC Code

SBIN0017313

Bank Name

State Bank of India

Branch address

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

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

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

Buyer Added text based ATC clauses

##### **A.**

##### **A. Bid Evaluation Criteria:**

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

### **B.1.2**

#### **Manufacturer's experience:-**

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

#### **B.1.2 (a)**

Minimum 05 (five) years of experience of manufacturing of tendered items of following accepted **Oil Brand & Grade:**

- 1. AeroShell Turbine Oil 500**
- 2. AeroShell Turbine Oil 560**
- 3. Mobil Jet Oil II**
- 4. Nyco Turbonycoil 600**

#### **B.1.2 (b)**

Should have manufactured and supplied to various companies during last 5 years: **minimum 8,000 Litres of AeroShell Turbine Oil 500 / AeroShell Turbine Oil 560 / Mobil Jet Oil II / Nyco Turbonycoil 600.**

[For this purpose of B.2.1 (a) and B.2.1 (b), the period reckoned shall be the period prior to the original date of opening of the techno-commercial bid]

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

- (i) Satisfactory Inspection report (OR)**
- (ii) Satisfactory supply completion / Installation report (OR)**
- (iii) Consignee Receipted Delivery Challans (OR)**
- (iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise / VAT (OR)**
- (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.**

#### **B.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.1.2 (a) and B.1.2 (b) of the concerned manufacturer (having supplied such items either by manufacturer himself or his distributor), along with the techno-commercial bid.

**2.2** Bidders, who have successfully executed development order for **AeroShell Turbine Oil 500 / AeroShell Turbine Oil 560 / Mobil Jet Oil II / Nyco Turbonycoil 600** placed by ONGC/OIL pursuant to successful field trial testing would be considered as established source of supply and in that case, documents for satisfying BEC Clause B.1.2(a) and B.1.2(b) are not required to be submitted. However, such bidders shall submit the certificate towards satisfactory execution of development order pursuant to successful field trial testing along with the techno-commercial bid. For Development Order issued by ONGC after 02.12.2020, such certificate should have been issued by Head INDEG only.

**2.3** In case Start-up bidder has successfully executed Purchase Order placed by ONGC/OIL/IOCL/HPCL/BPCL/GAIL for **AeroShell Turbine Oil 500 / AeroShell Turbine Oil 560 / Mobil Jet Oil II / Nyco Turbonycoil 600** and the material supplied has been used in field satisfactorily, then such Start-up bidders will be considered meeting experience criteria as per BEC Clause B.1.2(a) and B.1.2(b). In this regard, bidder shall submit copy of purchase order/contract along with supporting document towards having used the material satisfactorily in the fields.

The above relaxation is subject to submission of documents as mentioned at *Clause 10.1(x) of Annexure of MM/01 or 10.1 (w) of Annexure-I of MM/02.*



**B.3**

In case bidder is the manufacturer, he should have the required facilities for testing the quoted material as per International standards at their premises and also agree to inspection by ONGC or any other agency nominated by ONGC. 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 material should be enclosed along with the techno-commercial bid.

**Commercial BEC****B.2. Offers of following kinds will be rejected:**

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

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

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

**B. Technical Specification & Scope of Supply:****Supply of Synthetic Oil for AVON (Siemens Energy) and GE Turbines:****Accepted Brand & Grade:**

1. AeroShell Turbine Oil 500
2. AeroShell Turbine Oil 560
3. Mobil Jet Oil II
4. Nyco Turbonycoil 600

**Technical Specifications of Synthetic Lubricants:**

- i. The grade offered should be of 5 cst viscosity grade confirming to Specifications MIL-PRF-23699F or its latest version.
- ii. Technical Manual or Data Sheet in original should be submitted along with the Offer.
- iii. The manufacturer of the product should provide manufacturer's Test Certificate for each batch of the product supplied.
- iv. The product at the time of inspection should not be more than one year old and should have minimum shelf life of 2 (Two) years from the Date of Supply.
- v. Product to be supplied in Standard non-corrosive & seaworthy barrels of **208 Litres** / cans of **05 Litres** capacity in the ratio of 75% and 25% respectively out of total ordered quantity.
- vi. The supplier will provide the Batch number along with the respective packing for which Test Report have been submitted.

**C. Additional Terms and Conditions**

1. The requirement of synthetic oil:

S. No	Item Description	Quantity	Unit of measuring	Work Centre
1	Synthetic oil for A VON (Siemens Energy) and GE Turbines.	32032	Liter	Mumbai High

## 2. Undertaking in respect of PP - Make in India:

Bidders (Class-I local suppliers and Class-II local suppliers) shall furnish following certificates from the authorized signatory from the bidder on their company letter head along with their bid. The certificate shall become a part of the contract:

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

"We \_\_\_\_\_ (Name of Bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. equal to or more than 50% for qualifying as 'Class-I local supplier' as per the Make in India policy, for claiming purchase preference under the Make in India policy against GeM Bid. No. .... Dated: 00.00.2024. The percentage of local content in the bid is \_\_\_\_\_%."

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

: \_\_\_\_\_

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

"We \_\_\_\_\_ (Name of Bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. more than or equal to 20% but less than 50% for qualifying as 'Class-II local supplier' as per the Make in India policy for participating against GeM Bid. No. .... Dated: 00.00.2024. The percentage of local content in the bid is \_\_\_\_\_%."

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

\_\_\_\_\_

## 3. Issuance of Essentiality certificate:-

Successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH.

It is intimated that ONGC will take 30 days for processing of EC application. Successful bidder/Seller are advised to plan the submission of Proforma Invoice within 30 days from date of issue of GeM Contract so as to ensure timely delivery as per the contractually scheduled date of delivery.

Following points to be noted while sending Performa invoice for obtaining EC.

- (i) Ex-works address should be mentioned in Performa Invoice.
- (ii) Bidder should communicate GST Commissionerate address.

**4. Following provision regarding TReDS platform as available in ONGC standard booklet for materials may be incorporated in buyer added terms and conditions: - Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:**

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

- 1.** MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- 2.** MSE Vendor hereby agrees to indemnify, hold harmless and keep ONGC and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- 3.** ONGC shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

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

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

**4. Declaration on not being under banning orders issued by [ONGC](#):**

**Ref: GeM Bid No. .... for Procurement Synthetic oil for AVON (Siemens Energy) and GE Turbines.**

We, M/s ..... hereby declare that neither the our company, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC debarring them from carrying on business dealings with ONGC.

Authorised Signatory of

The Bidder

Place

Date\_\_\_\_\_

5. Bidders are required to furnish following undertaking on the company's letter head and duly signed by the signatory of the bid as under :

Bidder hereby submits the undertaking that all the documents/certificates/information submitted by them against the tender are genuine.

Authorised Signatory of

The Bidder

Place

Date\_\_\_\_\_

## 6. Payment Authority:-

Payment shall be released after acceptance of material against receipt of QCC /inspection report confirming to GeM Contract specifications issued by ONGC /ONGC nominated agency..

### Note:

- (i) Bills to be raised in the name of: I/c Finance of concerned consignee.
- (ii) Payment shall be processed by SFS Center, Noida.
- (iii) On arrival of ordered material full quantity/lot wise quantity against the GeM Contract.

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

- a) Tax Invoice (Original and duplicate) issued under relevant GST legislations/ rules indicating rates and amount of various taxes/ duties shown separately, etc.
- b) Proof of delivery (i.e. GCN/LR/Delivery Challan, duly acknowledged by the consignee, for receipt of material. (Not required for payment, however, required only for archival purpose.)
- c) QCC and inspection report for satisfactory inspection (Not required for payment, required only for archival purpose)
- d) Warranty/ Guarantee Certificate. (Not required for payment, required only for archival purpose)
- e) Copy of the e-way bill / e-way bill number (EBN) (Wherever applicable) (Not required for payment, however, required only for archival purpose)

### Note:

- i) Bidder who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice which will have GSTIN of supplier as well as ONGC.
- ii) In case of purchase of goods from GST Registered Supplier/transporter or as per e-way bill rules, on FOR destination basis, e-Way bill shall be generated.

nerated by the supplier. However, in case of purchases from Unregistered Supplier, ONGC would generate e-Way Bill.

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

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

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

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

Invoices alongwith supporting documents can be submitted/ uploaded through VIMS Portal (<https://vims.ongc.co.in/>), which would be the preferred mode of submission of Invoice. Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be uploaded in VIMS Portal by logging-in with the help of Vendor Code. However, in case Contractor is not able to submit/upload the Invoice through VIMS portal as mentioned above, Invoice alongwith supporting documents can also be submitted/uploaded in any of the following way:-

i) EMAIL channel: Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be submitted by sending these documents to a designated email-id: [ap\\_invoices\[at\]ongc\[dot\]co\[dot\]in](mailto:ap_invoices@ongc.co.in).

Ten (10) digit PO or Contract number should be clearly mentioned in the invoice. For submitting the invoices through VIMS Portal and Email channel, following must be ensured:

- i) Invoices should be system generated and no hand written invoices shall be allowed.
- ii) Invoices need to be scanned at a minimum of 300 dpi, preferably in color.
- iii) Invoices should be in PDF format only.
- iv) For invoices, file name should be kept as "INVxxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document).
- v) A regular format must be maintained in which invoices are being submitted in ONGC.
- vi) Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.
- vii) In case, Email channel is being followed, separate mail should be sent for each invoice.

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

**7. Integrity pact:** Bidder to submit Integrity Pact mentioning name of the bidder in the specific

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

- i) Sh. Rishi Kumar Shukla. IPS (Retd.), (Email id: [rishi\\_2000in@yahoo.com](mailto:rishi_2000in@yahoo.com))
- ii) Vice Admiral (Retd.) Arun Kumar Bahl (Email id: [arunkbahl@gmail.com](mailto:arunkbahl@gmail.com))
- iii) Shri Vijay Kumar Singh, IPS(Retd.) (Email id: [vijaykumarsingh@hotmail.com](mailto:vijaykumarsingh@hotmail.com))

- 8. Bidder to submit power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder and various undertakings/declaration sought in the bid.
- 9. Bidder to provide the Vendor Code issued by ONGC for placement of PO and Payment purpose.
- 10. Name and address of dealing officer: S R Meena, CE (D), Address : 8th Floor, Core 3 &4, ONGC Scope Minar, Laxmi Nagar, New Delhi -110092 Ph. 01122406865 email - [meena\\_sr5@ongc.co.in](mailto:meena_sr5@ongc.co.in)

#### 16. Generic

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

## Disclaimer/अस्वीकरण

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

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the

case may be.

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

[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---**