



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5586865
Dated/दिनांक : 08-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-11-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-11-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (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	799014
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	HSD STORAGE TANK AT ONGC TRIPURA ASSET
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	HSD STORAGE TANK 15 M3
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	CADAVER STORAGE TANK, Bucket Mop Wringer Trolley, FRP Storage Tank (V2), Electric Water Heater - Geyser (V2) as per IS 2082:2018 (Latest), MSRL Acid Storage Tank (NTPC), Foot Operated Pedal Bin or Bucket for Bio - Medical Waste Collection, Rotational Moulded Polyethylene Water Storage Tanks as per IS 12701, Network Attached Storage (NAS) Device, Collapsible Fuel Storage Tanks (Defence), Under Ground / Above Ground Horizontal Cylindrical Steel Storage Tanks for Petroleum Products as per IS 10987:1992 (Latest)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">FRP Storage Tank (V2)
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,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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 Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
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	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
Type Of Inspection	Stage-wise Inspection
Name of the Empanelled Inspection Agency/ Authority	CONCERNED ONGC QUALITY ASSURANCE DEPARTMENT
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	22000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	27

(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी 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/लभार्थी :

CHIEF MANAGER (MM)

Oil and Natural Gas Corporation Limited, Ministry of Petroleum and Natural Gas, ONGC, Tripura Asset, Agartala-799014

(Rakesh Kumar Kashyap)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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Details of the Competent Authority for MII

Name of Competent Authority	MoPNG
Designation of Competent Authority	MoPNG
Office / Department / Division of Competent Authority	MoPNG
CA Approval Number	MoPNG
Competent Authority Approval Date	07-11-2024
Brief Description of the Approval Granted by Competent Authority	TENDER VALUE LESS THAN RS. 1 CR. HENCE MII IS NOT APPLICABLE

Competent Authority Approval for not opting Make In India Preference : [View Document](#)**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

HSD STORAGE TANK AT ONGC TRIPURA ASSET (1 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

DrawingDocument1	View
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Partha Sarathi Saha	799014,Central Stores Complex, MM Section, Badarghat, ONGC	1	15

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	SCOPE OF WORK & SCC View	SCOPE OF WORK & SCC OF TENDER	HSD STORAGE TANK AT ONGC TRIPURA ASSET(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

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 %.

3. 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.

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. **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.
10193591224
IFSC Code
SBIN0006863
Bank Name
SBI
Branch address
ONGC AGARTALA

. 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.

6. **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.
10193591224
IFSC Code
SBIN0006863
Bank Name
SBI
Branch address
ONGC AGARTALA

. 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.

7. **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 100% of total value.

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

TECHNICAL EXPERIENCE CRITERIA

1. BID EVALUATION CRITERIA:

A) VITAL CRITERIA FOR ACCEPTANCE OF BIDS:

Bidders are advised not to take any exception/deviations to the bid document. 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) REJECTION CRITERIA

B.1 Technical Rejection Criteria

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

B.1.1 Scope of Supply/Job:

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

B.1.2 Manufacturer's experience

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

(a) Minimum 03 (three) years of experience of manufacturing metallic HSD Storage Tank. For this purpose, the period reckoned shall be the period prior to the originally schedule date of opening of the techno-commercial bid.

(b) Should have manufactured and supplied minimum of 01 nos. of metallic HSD Storage Tank to companies which are in the business of exploration & production and/or refining and/or processing of hydrocarbons and/or processing fertilizers during the last 05 (Five) 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 both 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/GST (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

B.1.2.1 In case the bidder is not a manufacturer, then the bidder is required to submit documentary evidence in respect of the above B.1.2 (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.

B.1.2.2 Bidders, who have successfully executed development order for metallic HSD Storage Tank 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.

B.1.2.3 In case Start-up bidder has successfully executed Purchase Order placed by ONGC/OIL/IOCL/HPC L/BPCL/GAIL for metallic HSD Storage Tank 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 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.

B.1.3 Testing facility & Third Party Inspection:

Bidders should have the required facilities for testing the quoted equipment/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 equipment/ material should be enclosed along with the techno-commercial bid.

B.1.4 Bidder should furnish an undertaking for the product/ service support along with uninterrupted and timely supply of spare parts for at least 10 years for the quoted material. The bidder must give details of their after sales service support/ repair services that will be provided by them. The bidders should indicate the source of their bought out items and clearly indicate the names of the original equipment manufacturer for the major components.

B.1.5 Bidder must furnish the following undertakings from the Original Equipment Manufacturer(s), along with his bid (The same also applies to bidder who is a manufacturer himself):

- (i) The OEM shall provide the maintenance / service / calibration facilities in India, for all the equipment to be supplied under the contract, if awarded to him by ONGC.
- (ii) The bidder shall indicate the source of their bought out items and also the names of the original equipment/materials manufacturer for the major components. The OEM shall guarantee the 'lifetime supply' (i.e. 7 years in case of electronic equipment/items and 10 years in case of mechanical equipment/items) of spares for all the equipment to be supplied under the contract, if awarded to him by ONGC.
- (iii) The OEM undertakes to enter into Annual Maintenance Contract for 'lifetime' (i.e. 7 years in case of electronic equipment/items and 10 years in case of mechanical equipment/items) for all the equipment to be supplied under the contract, if awarded to him by ONGC. In case the OEM declines / fails to honour any of his above commitments, business dealings with such OEM shall be considered for banning from future business dealings.

Bid Matrix/Check List

SL. No	Description	Bidder' s response
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1.	Whether the bidder undertakes that the Bidder is not under liquidation, court receivership or similar proceedings, bankrupt?	No Yes
2.	Whether the bidder declare that neither the bidder 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 debaring them from carrying on business dealing with ONGC ?	No Yes
3.	Whether the bidder has submitted bid security of requisite amount as per tender condition(s)?	Yes No
4.	If bid security has not been submitted then whether the bidder has submitted requisite acceptable documents to establish that the bidder is eligible for exemption from the submission of Bid security?	Yes No NA
5.	Whether the bidder confirms that all tender conditions are acceptable to them and no deviation has been sought in the bid?	Confirmed Not Confirmed
6.	Whether the Bidder undertakes to provide all the necessary compliances /Invoice /documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit?	Yes No
7.	Whether the bidder undertakes that all the documents submitted by them in the tenders are genuine.	Yes No
8.	Whether the bidder has noted that concessional GST is applicable in the tender against issue if EC by ONGC?	Yes No
9.	GST % considered by the bidder in quoted price	-----%

Points to be noted before bid submission:

1. Experience criteria will be evaluated as per Bid Evaluation Criteria mentioned under Buyer Added AT C notwithstanding anything elsewhere mentioned in the tender.
2. Non-submission of Bid Security/EMD shall lead to rejection of bid if the bidder is not eligible for exemption from the submission of bid security as per tender/GeM conditions.
3. Bidders are required to submit duly filled in response against Bid Matrix/Check list.

4. **BID SECURITY & PERFORMANCE SECURITY**

Bid security (EMD) and Performance Security needs to be submitted only in following forms:

1. Through electronic mode of transfer to designated bank account of ONGC as detailed below:

- 1) Beneficiary Account Name: Oil and Natural Gas Corporation Limited
- 2) Bank Name: State Bank of India
- 3) Bank Account Number: 10193591224
- 4) IFSC Code: SBIN0006863

2. Bank Guarantee

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2.1 Electronic Bank Guarantee (e-BG) for which details of ONGC shall be as under:

Beneficiary Account Name	Oil and Natural Gas Corporation Limited
Bank Name	State bank of India
Branch	CAG Delhi,
Branch Code	17313
Bank Account No	42559953079
IFSC Code	SBIN0017313
SWIFT Code	SBININBB824
Account Type	CC

2.2 However, if the bidder is not able to submit e-BG then SFMS based BG can also be submitted. However, for SFMS based BG following needs to be complied/ submitted:

(i) SFMS based BG should be accompanied with certificate from issuing bank that the bank is not able to issue e-BG.

(ii) BG should be accompanied with **BG advice in the form of message format 760 COV via SFMS.**

(iii) Following details of ONGC to be incorporated in BG as beneficiary:

- 1) Beneficiary Account Name: Oil and Natural Gas Corporation Limited
- 2) Bank Name: State Bank of India
- 3) Bank Account Number.:10193591224
- 4) IFSC Code:SBIN0006863

Complete details/documents as brought out above along with physical BG (if SFMS based BG has to be submitted towards EMD) should be submitted within prescribed time frame to buyers office as per GeM GTC.

3. Irrevocable Unconditional Insurance Surety Bond

Irrevocable Unconditional Insurance Surety Bond in the prescribed format as per enclosed proforma, valid for 30 days beyond the date of required validity of offer. The Insurance Surety Bond by Indian bidder will have to be given on non-judicial stamp paper / franking receipt as per stamp duty applicable at the place where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper / franking receipt should be either in the name of the insurance company (insurer) or the bidder.

The bidders will give Insurance surety Bond from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI).

Bidders will be required to provide the details of unconditional Insurance Surety Bond such as Number, Date, Name of Insurance company (Insurer), Expiry date, Claim period and amount in their bid. The Insurance Surety Bond in pdf format should also be submitted by bidder in its e-bid in the e-bidding portal.

It should be submitted within prescribed time frame to buyers office as per GeM GTC.

EMD/ Bid security submitted through any other mode e.g. Demand Draft, Banker's Cheque etc. shall not be accepted.

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Contact details of officer for tender:

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Name- Rakesh Kumar Kashyap

Designation- Chief Manager (MM)

e-mail: kashyap_rk@ongc.co.in

Contact details : 9643301784

Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Bid Security (For Indian Bidders)

BID BOND

Ref. No.....

Insurance Surety Bond No.....

Dated

To,

Oil & Natural Gas Corporation Ltd.

Dear Sirs,

1. Whereas Oil & Natural Gas Corporation Ltd. incorporated under the Companies Act, 1956, having its registered office at Deen Dayal Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070 - India and one of its offices at _____ (hereinafter called 'ONGC' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid bearing Reference No..... and Bidder having agreed to furnish, as a condition precedent for participation in the said tender, an unconditional and irrevocable **Insurance surety Bond** of Indian Rupees (in figures) _____ (Indian Rupees (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by ONGC which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (**name of Indian Insurance Company**) _____, registered under the laws of **India** having head/registered office at _____ **and registered with Insurance Regulatory and Development Authority of India (IRDAI)** (hereinafter referred to as "**the Insurer**" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by ONGC, the amount of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) in aggregate at any time without any demur and recourse, and without ONGC having to substantiate the demand. Any such demand made by ONGC shall be conclusive and binding on the **Insurer** and the Insurer shall immediately remit the amount to ONGC in the manner provided at para 7 below irrespective of any dispute or difference raised by the Bidder.

3. The **Insurer** confirms that this **Insurance Surety Bond** has been issued with observance of appropriate laws of the country of issue **i.e. India**.

4. The **Insurer** also agree that this **Insurance Surety Bond** shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where NIT has been invited.

5. This **Insurance Surety Bond** shall be irrevocable and shall remain in force upto _____ which includes thirty days after the period of bid validity and any demand/claim in respect thereof should reach the **Insurer (through email or registered post or speed post or courier)** on or before _____ (Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this **Insurance surety Bond**).

6. Notwithstanding anything contained hereinabove, our liability under this **Insurance Surety Bond** is limited to Indian Rs (in figures) _____ (Indian Rupees/~~US Dollars~~ (in words) _____ only) and this Insurance Surety Bond shall remain in force until (indicate the date of expiry of **Insurance Surety Bond**).

ety Bond)

7. All Claims of ONGC (beneficiary) against this **Insurance Surety Bond**, shall be remitted by the
.....(**Insurer's** name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:

(Concerned Work Center to specify following ONGC's account details of their Work Centre for for encashment of Insurance Surety Bond):

- 1) Beneficiary Account Name: Oil and Natural Gas Corporation Limited
- 2) Bank Name: State Bank of India
- 3) Bank Account Number:.....
- 4) IFSC Code:

8. Any claim under this **Insurance Surety Bond** must be received by Insurer on or before _____(Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this **Insurance Surety Bond**). If no such claim has been received by us on or before the said date, the rights of ONGC under this **Insurance Surety Bond** will cease. However, if such a claim has been received by us on or before the said date, all the rights of ONGC under this **Insurance Surety Bond** shall be valid and shall not cease until Insurer has satisfied that claim.

9. The Insurer hereby agrees to waive rights of subrogation against ONGC and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

In witness whereof, the **Insurer**, through its authorised officer, has set its hand and stamp on this day of at

		----- (Signature)
		Full name, designation and official address (in legible letters) with Insurer's stamp.
		Dated

Note:

- (i) This **Insurance Surety Bond**/all further communications relating to the **Insurance Surety Bond** should be forwarded to (insert the address of the tender inviting work centre) only.
- (ii) **Insurance Surety Bond**, duly executed as per the above format, is to be enclosed with the offer.

INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS BID SECURITY

1. The Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. The Insurance Surety Bond by Indian Bidders will be given on non-judicial stamp paper/e-stamp paper as per stamp duty applicable at the place where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the bidder. Insurance Surety Bond is not applicable for Foreign Bidders.
4. Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Bid Security/ Bid Bond in Indian Currency only.
5. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
6. The expiry of claim period as mentioned in clause 5 & 8 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.
7. A letter from the issuing Insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond.
8. Matter to be mentioned in covering letter to be submitted by vendor along with insurance surety bond

1	Insurance Surety Bond No	:	
2	Date of execution of Insurance Surety Bond	:	
3	Expiry date of Insurance Surety bond	:	
4	Expiry date of claim period of Insurance Surety	:	
5	Vendor Name / Vendor Code	:	Name
		:	Vendor Code
6	Insurance Surety Bond Amount	:	
7	Tender No	:	
8	Nature of Insurance Surety Bond	:	Earnest Money Deposit

9

Insurer Details

A Insurer Name :

A Address :

B Email Id :

C Phone No :

9. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [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---