

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	23-04-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	23-04-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम / Department Name	Na
संगठन का नाम / Organisation Name	Oil And Natural Gas Corporation Limited
कार्यालय का नाम / Office Name	Cambay Asset
वस्तु श्रेणी / Item Category	Custom Bid for Services - Hiring of O & M services contract for Cementing Equipment including Cement bulk handling plant at ONGC Cambay Asset
समान श्रेणी / Similar Category	<ul style="list-style-type: none"> Operation And Maintenance Of Other Machines And Plants
अनुबंध अवधि / Contract Period	3 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/202 PPD dated 03.06.2024 mediation clause should not be routine included in contracts and pre-litigation mediation can be take up without any such clause also

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	392000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	40

(a). 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 केटे 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 ग है।/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.

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

लाभार्थी /Beneficiary :

EE(M)

CAMBAY ASSET, NA, Oil and Natural Gas Corporation Limited, Ministry of Petroleum and Natural Gas
(Harikrushn Manubhai Raiyani)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.202](#) 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
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 will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :price format - [1775038356.xlsx](#)**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required****Scope of Work:**[1775037965.pdf](#)**Payment Terms:**[1775037975.pdf](#)**Project Experience and Qualifying Criteria Requirement:**[1775037990.pdf](#)**GEM Availability Report (GAR):**[1775038001.pdf](#)**Any other Documents As per Specific Requirement of Buyer -1:**[1775038014.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: [1775038057.pdf](https://www.ongc.com/1775038057.pdf)

Penalties: [1775038092.pdf](https://www.ongc.com/1775038092.pdf)

Any other Documents As per Specific Requirement of Buyer -2: [1775112861.pdf](https://www.ongc.com/1775112861.pdf)

Custom Bid For Services - Hiring Of O & M Services Contract For Cementing Equipment Including Cement Bulk Handling Plant Of ONGC Cambay Asset (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of O & M services contract for Cementing Equipment including Cement bulk handling plant of ONGC Cambay Asset
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Azizur Rahman	388630,DRILLING SERVICES, ONGC, CAMBAY ASSET, P.O. KANSARI, KHAMBHAT - 388630, DIST. ANAND, GUJARAT.	Project / Lumpsum Based	N/A

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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I.

Clauses:

1 EMD / Bid Security AND Security Deposit / Performance Security:

EMD / Bid Security AND Security Deposit / Performance Security can be submitted by the bidder in one of the following modes only: -

a) NEFT/RTGS/Electronic fund transfer in below account (*Default / Preferable mode*):

Beneficiary name	:	Oil and Natural Gas Corporation Limited
Account No.	:	10681236016
IFSC Code	:	SBIN0010866
Bank Name	:	State Bank of India
Branch address	:	Kansari, Dist. Anand, Gujarat

Bidder / successful bidder to indicate bid number / contract 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.

b) Electronic Bank Guarantee (e-BG) through NeSL platform (*Default / Preferable mode*):

For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Services Limited (NeSL) platform, details of ONGC (Beneficiary) are as under:

(i)	PAN	AAACO1598A
(ii)	Name	Oil and Natural Gas Corporation Limited
(iii)	Date of Incorporation	23.06.1993
(iv)	Email ID	ebg@ongc.co.in
(v)	Contact No.	7428133002
(vi)	Legal Constitution	Entity
(vii)	Registered office address	Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70
(viii)	Registered office address Pin code	110070
(ix)	Communication address	ONGC, Shared Service Center, 1 st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh.
(x)	Communication Address Pin code	201309

Bidders will be required to provide the details of e-BG such as Number, Date, Name of issuing bank, Expiry, Claim period and amount in their bid. The e-BG in pdf format should also be submitted by bidder in its e-bid in the e-bidding portal.

Bidders are requested to submit the E-BG through NeSL in the proforma prescribed by GeM available on GeM portal.

c) SFMS Bank Guarantee (SFMS BG):

In case a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS BG.

The original SFMS BG in physical form (along with SFMS delivery report / message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. Buyer's bank) should reach to the designated Buyer's office on or before due date as mentioned in GeM GTC / TC.

Beneficiary's Bank Details (*Account No. 10681236016, State Bank of India; IFSC Code: SBIN004084*) for transmission of SFMS delivery / message.

The SFMS BG will have to be given on non-judicial stamp paper / with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt e-stamping should be either in the name of the issuing bank or the bidder.

SFMS BG will not be acceptable unless details of the same is transmitted to the ONGC's Bank through SFMS platform. It's bidder's responsibility to ensure that BG issuing bank sends the BG message correctly in the form of message format 760COV via SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc.

Bidders will be required to provide the details of eBG such as Number, Date, Name of issuing bank, Expiry, Claim period and amount in their bid. The SFMS-BG in pdf format should also be submitted by bidder in its e-bid in the e-bidding portal.

Note: - Banks acceptable to ONGC for the purpose of issuance of e-BG or SFMS based BG: -

- (i) Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches or foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of a Scheduled Bank incorporated in India. OR
- (ii) Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. OR
- (iii) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

d) Irrevocable Unconditional Insurance Surety Bond in the prescribed format as attached separately (for EMD & PS). 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.

Note:

The CONTRACTOR shall furnish Security Deposit (SD) / Performance Security (PS) to the CORPORATION within 30 days from the date of award of GeM CONTRACT.

In case PBG / SD is not submitted within 30 days from the date of CONTRACT, a sum equivalent to 1.5% (one and half percent) of the amount of Performance Security per month for such delay or

art thereof shall be recovered from the first Bill/invoice (& any remaining amount from subsequent invoice) submitted by the supplier/contractor.

The validity of E-BG / SFMS based BG / Insurance Bond submitted as EMD shall be obtained for 4 days beyond bid validity required as per tender. Since the bid validity is 90 days, validity period EBG shall be 135 days i.e. 5 months from the date of tender closing.

2 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 get immediate access to liquidity 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 (**M1Xchange**), M/s A TReDS Ltd. (Invoice Mart) and **C2FO (C2treds)**. MSE vendors can avail this benefit by registering themselves with any one 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 (**M1Xchange**), M/s A TReDS Ltd. (Invoice Mart) and **C2FO (C2treds)**.

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 Seller's 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).

3 ONGC Payment Terms and Payment Authority: -

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

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. Contractor in their own interest is advised to timely provide all requisite documents to enable ONGC for timely payment.
- iii. Payment will be made by SFS Center, Noida only. No payment will be made from work center.

Invoices along with supporting documents can be submitted/ uploaded through VIMS / Flipper 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 / Flipper 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 the following way: -

* **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@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 handwritten invoices shall be allowed.
- ii. Invoice should be e-invoice in terms of GST Law or the digitally signed invoice only.
- iii. Invoices need to be scanned at a minimum of 300 dpi, preferably in colour.
- iv. Invoices should be in PDF format only.
 - v. For invoices, file name should be kept as "INVxxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document).
- vi. A regular format must be maintained in which invoices are being submitted in ONGC.
- vii. Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.
- viii. 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.

A workflow-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.

Submission of Customs Invoice in case of single bid situation.

If single Indian bidder situation arises in tender and the offered goods is of foreign origin, then CGC may ask the bidder to provide the details of price being charged by foreign manufacturer either on Ex-works or FOB or CFR basis, as the case may be.

After placement of order, bidder/supplier shall be required to submit copy of Invoice (Customs Invoice) of the foreign manufacturer raised on the Indian supplier on Ex-works / FOB / CFR basis, as the case may be, at the time of shipment or alongwith documents submitted for payment.

The invoice prices of foreign supplier shall be checked by concerned payment authority before making payment.

4	<p>Putting supplier on provisional suspension /banning due to cancellation of purchase order.</p> <p>In case of cancellation of the purchase order(s) on account of delay in execution of the order or non-execution of the order and /or annulment of the award due to non-submission of Performance Security or termination of contract on account insolvency of the firm, actions as per ONGC's "Policy for Banning/ provisional Suspension of Business dealings with erring Firms" shall be taken against the Supplier. Aforesaid policy available at ONGC https://tenders.ongc.co.in and https://ongcindia.com.</p>
5	<p>Submission of forged documents:</p> <p>Bidders should note that ONGC may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/PO execution etc., if it is established prima facie with reasonable grounds that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, ONGC shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.</p> <p>Further, actions as per ONGC's 'Policy for Banning/ provisional Suspension of Business dealings with erring Firms' shall be taken against the Supplier.</p> <p>Aforesaid policy is available at ONGC portals https://tenders.ongc.co.in and https://ongcindia.com</p>
6	<p>Policy for Banning of Business dealings with erring Firms including provisional Suspension:</p> <p>ONGC's 'Policy for Banning/ provisional Suspension of Business dealings with erring Firms' as available at ONGC portals https://tenders.ongc.co.in and https://ongcindia.com, is applicable for Banning /provisional suspension of firms. The action as per aforesaid policy shall be taken against the firm/bidder/supplier/contractor in case of breach/default/transgression as stipulated in the policy.</p>
7	<p>Insolvency:</p> <p>Bid will not be considered for evaluation where bidder is undergoing an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof) or, in case of an international bidder, is undergoing any proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction, as on actual techno- commercial bid opening date.</p> <p>In case a bidder is undergoing or gets admitted to an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof) or in case of an international bidder, is undergoing or gets admitted to any proceedings for resolution of bankruptcy /insolvency, as declared as bankrupt/insolvent by concerned court/authority of relevant jurisdiction, prior to or during Tender evaluation stages, then such bids will be rejected.</p> <p>Bidder to submit a declaration that bidder is not undergoing an Additional clauses Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof)/ proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction in respective country.</p> <p>The Purchaser may at any time terminate the contract by giving written notice to the SUPPLIER if the SUPPLIER gets admitted to an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof), or, is declared as bankrupt/insolvent or gets admitted to any proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction. In this event, termination will be without compensation to the SUPPLIER, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.</p>

8 In reference to Goods and Service Tax (GST), **Bidders have to mention following details in their techno-commercial un-priced bid:** -

Description of material / service as per GST rules (under which the goods / service is covered)	
Harmonized System of Nomenclature (HSN) / Service Accounting Code (SAC) as per GST rules	
GST Rate (in %)	

9 Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %

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

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

11 **1.** The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. 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.

1 Post bid conference: -

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In order to avoid delay in processing of tenders ONGC shall hold post bid conference with the interested bidders.

For holding Post Bid conference following process shall be followed:

(i) Clarifications / confirmations / deficient documents required, if any, from bidders shall be conveyed to the bidders.

(ii) To address bidders doubts, if any, only on the clarifications / confirmations / deficient documents being sought, a post bid conference shall be held by ONGC with bidders who seek to have the meeting on one to one basis. Interested bidders may attend the same. No issues other than the stated queries pertaining to clarifications / confirmations / deficient documents sought by ONGC shall be discussed in post bid conference.

(iii) In case bidder chooses not to seek/request for a post bid meeting, it will be noted by ONGC that such bidder(s) has well understood the query of ONGC.

(iv) Accordingly, in case bidder has completely understood the queries and they have no doubts they may submit their replies within the date specified for submission of clarifications.

(v) Bidders who attend the post bid conference shall provide the following undertaking immediately on conclusion of the post-bid conference:

"This is to confirm that we (name of the bidder) have attended the post bid conference on and have fully understood the queries of ONGC issued vide their Letter No. Dated...."

(vi) Bidders shall depute their competent employee(s) /authorised representative(s) for the Post-bid Conference.

(vii) Only those bidders from whom clarifications are being sought shall be eligible for post bid conference.

(viii) Bidder(s) shall be required to provide details (Name, Designation/status, mobile no. etc) of employee/(s)/authorised representative(s), who will attend Post Bid Conference and those persons only will be permitted to attend the post-bid conference.

**1 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES POSSESSING VALID UDYAM
3 M REGISTRATION CERTIFICATE AS NOTIFIED VIDE GAZETTE NOTIFICATION NO. S.O. 21
9(E) DATED 26.06.2020 (AS AMENDED) ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES**

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(i) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award a portion of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to execute up to 25% of total tendered value.

In case of more than one such MSE qualifying for 15% purchase preference, then the eligible MSEs shall be allowed to share portion of supply in the following manner:

(a) In case of more than one such MSE bidder qualifying for 15% purchase preference, the 25% supply shall be shared equally amongst such MSEs. (eligible MSEs owned by SC/ST and Women should be allotted minimum 4% and 3% respectively).

A sub-targets of 4% within 25% has been earmarked for procurement from MSEs owned by the SC/ST entrepreneurs and 3% within 25% has been earmarked for procurement from the MSEs owned by Women entrepreneurs. While allotting, first preference should be given to MSEs owned by SC/ST and Women for 4% and 3%

respectively. Provided that, in event of failure of such MSEs to participate in tender process or not meet tender requirement and L1 price, 4% /3% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and women entrepreneurs respectively shall be met from other MSEs

Example for allocation of quantity to SC/ST/woman MSEs:

Say 8 MSEs fall within price band of L1 + 15% with only 1 SC/ST MSE and 1 Women MSE and all agreeing to match L1 rates, SC/ST MSE to be awarded 4 % of quantity and Women owned MSE to be awarded 3% of quantity. Balance 18% quantity to be split equally among other 06 MSEs.

In tenders where only one women SC/ST entrepreneur qualifies for purchase preference, she may be allocated quantity for both SC/ST as well as Women i.e. minimum 7%.

Allocation of 4% quantity for SC/ST MSEs & 3% for Women owned MSEs are the minimum allocation. In case such bidders get higher allocation in normal course as being a MSE bidder, the higher allocation shall be provided to such bidders.

(b) In case 25% quantity cannot be further divided, ONGC shall place the order for supply of 25% quantity to lowest eligible MSE amongst the MSEs qualifying for 15% Purchase Preference.

(ii) In the opinion of ONGC, if tendered goods/services cannot be divided in the ratio of 75% / 25%, then ONGC reserve the right to award on lowest eligible MSEs for quantity not less than 25% quantity, as may be dividable.

For example:

In case tendered quantity is between 1 to 3 (not divisible in the ratio of 75:25), MSE shall get order for 1 no. only and the rest will go to L-1 (non-MSE bidder). Same analogy shall be applied for quantities which are not dividable in the exact ratio of 75:25

Notes:

(i) In case of any other preferential policy applicable in a tender, distribution of quantities for supply of goods/services among eligible bidders shall be done in such a manner that eligible bidders get the share of minimum specified percentage for supply by them.

(ii) In case tendered items cannot be procured from multiple sources or are absolutely non-splittable or non-dividable, PO/Contract shall be placed for supply of 100% quantity to lowest eligible bidder, if any, amongst the bidders qualifying for purchase preference.

1 'Public Procurement (Preference to Make in India) (PPP-MII), Order 2017" dated 19.04.2024 (as amended from time to time) issued by Department for Promotion of Industry and Internal Trade: -

1. 'Public Procurement (Preference to Make in India) (PPP-MII), Order 2017" dated 19.07.2024 (as amended from time to time) issued by Department for Promotion of Industry and Internal Trade, Government of India is applicable to this procurement. (Read with MoPNG O.M. No. FP-20013/2/2017-FP-PNG-Part(4)(E-41432) dated 26.04.2022 & 26.03.2024, 20013/2/2017-FP-PNG-Part(I) (E-36682) dated 11.07.2023 and FP-20013/24/2017-FP-PNG(E-17013) dated 21.08.2024 (as amended)).

2. Definitions

2.1 'Local content ' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Explanatory notes for calculation of local content given above:

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.
- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;
 'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.
 'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.
 'Rebranding' means relabeling or renaming or change in symbol or logo/marks or corporate image of a company/organization/firm for an imported product would amount to rebranding.
- d. The imported items sourced locally from resellers/distributors are excluded from calculation of local content, the bidders shall submit the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

2.2 ' Class-I local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

2.3 'Class-II local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

2.4	'Non - Local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class- II local supplier' under this Order.
2.5	'L 1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
2.4	'Margin of purchase preference ' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
2.5	'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
2.6	'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
2.7	'Works' will also include 'turnkey works'/LSTK Contracts.
2A	<p>Special treatment for items covered under PLI Scheme</p> <p>The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class-II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the Item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.</p>
3	<p>Eligibility of 'Class-I local supplier' / 'Class-II local supplier '</p> <p>(a) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid.</p> <p>(b) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.</p>
3.1	<p>Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders</p> <p>The items, notified as having sufficient local capacity and competition, shall mandatorily be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class-I i.e. having sufficient local capacity and competition, with specific HSN codes.</p>

Purchase Preference: -

- (a)** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b)** In the procurements, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c)** In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bids are evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d)** "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

<p>3B.</p>	<p>Applicability in tenders where contract is to be awarded to multiple bidders - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:</p> <p>a) Only 'Class I local suppliers' and 'Class II local suppliers' are eligible to participate in the bidding process as per provisions of this Order.</p> <p>b) If Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.</p> <p>c) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class- I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.</p>
<p>4.</p>	<p>Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.</p>
<p>5.</p>	<p>Margin of Purchase Preference: The margin of purchase preference shall be 20%.</p>
<p>6.</p>	<p>Verification of local content:</p> <p>a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p>

- c) The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice.

For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, but not later than Final Bill submitted by the contractor/supplier. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class- II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value shall be imposed by ONGC. The same shall be recovered from the Final Bill and/or Security deposit or any other amount due to the contractor/supplier in ONGC. However, contract once awarded shall not be terminated on this account. Payment of last 10% of Contract value shall be made only after receipt of aforesaid certificate for local content from Cost/ Chartered Accountant.

- d) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- e) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- f) Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g) False declarations will be in breach of tender conditions for which a bidder or its successors can be debarred for up to two years as per ONGC Banning provisions along with such other actions as may be permissible under law.
- h) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in the I PP-MII Order issued by DPIIT (as amended).
- i) In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

7.

Reciprocity Clause

- i) Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement or any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- ii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

8. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

8A In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall all prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries /Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

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Concurrent application of Public Procurement Policy for Micro and Small Enterprises (Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 (DoE O.I No. No. F.1/4/2021-PPD dated 18.05.2023):

1. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

2. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition: For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

- (i) L-1 is "MSE Class- I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) Items reserved exclusively for procurement from MSEs as per PPP-MSE Order: These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

- (i) L-1 is "MSE Class- I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) If items are neither notified for sufficient local capacity nor reserved for MSEs, then the procedure will be as follows:

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

- (i) L-1 is "MSE Class- I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.

(iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local

suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.

(iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP-MII Order. For the balance quantity, contract is (to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure-PP).

c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier"- Contract is awarded to L-1.

(ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

(iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" - Contract is awarded to L1.

B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class-I local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept - contract to be awarded to L-1.

d) Items reserved for both MSEs and Class-I/ local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

16. Ref. ONGC Tender No. C26HC26002

17. Name of Concerned officer:

Name	Email ID	Tel. no.
Harikrushn Raiyani	raiyani_harikrushn@ongc.co.in	8866575344

18. 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.

- 1** | **Variation of Quantities:** Increase of quantity is allowed at any time during the validity of the contract to increase upto 25% of each line item/ total ordered quantity of same item (if line items are different for different Consignees for same item). The contractor is bound to accept the variation at the original rate. The delivery/completion period for the additional quantity should be:
- a) As per the original schedule from the date of variation, or
- b) As mutually agreed between ONGC and the supplier

2. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019, the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020 and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will override the conditions in the General Terms and Conditions.

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 करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

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 of non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---