

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-01-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-01-2026 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	Central Procurement Department
वस्तु श्रेणी /Item Category	Custom Bid for Services - Hiring of Services for LP Gas separation unit and LP Gas compression, including Operation and Maintenance for 05 years at Konaban GC
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> <li>Oil and Gas Drilling Service</li> <li>Operation And Maintenance Of Gas Compressor Station</li> </ul>
अनुबंध अवधि /Contract Period	5 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,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
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 विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	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	7 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	5062000

#### 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).	68

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कटेगरी 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।/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 :**

Finance Officer

CENTRAL PROCUREMENT DEPARTMENT, NA, Oil and Natural Gas Corporation Limited, Ministry of Petroleum and Natural Gas

(Oil And Natural Gas Corporation Limited)

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 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 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 18.05.2023](#) 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 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 would 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 :**

Financial Bid Breakup - [1766551865.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Instruction To Bidder:**[1766041797.pdf](#)

**Scope of Work:**[1766041809.pdf](#)

**Payment Terms:**[1766041821.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1766041833.pdf](#)

**GEM Availability Report ( GAR):**[1766041860.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1766041865.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -2:**[1766041870.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1766041874.pdf](#)

**Custom Bid For Services - Hiring Of Services For LP Gas Separation Unit And LP Gas Compression, Including Operation And Maintenance For 05 Years At Konaban GC ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of Services for LP Gas separation unit and LP Gas compression, including Operation and Maintenance for 05 years at Konaban GC
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>एडऑन /Addon(s)</b>	

**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	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Aditya Kumar	799014,ERG Section, Surface Team, ONGC, Tripura Asset, Badarghat, Agartala-799014	1	N/A

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

### 1. **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.  
30061117039  
IFSC Code  
SBIN0004380  
Bank Name  
State Bank of India  
Branch address  
Bandra-Kurla Complex (Branch code- 004380)

. 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.

### 2. **Certificates**

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

### 3. **Generic**

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

### 4. **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.  
30061117039  
IFSC Code  
SBIN0004380  
Bank Name  
State Bank of India  
Branch address  
Bandra-Kurla Complex (Branch code- 004380)

. 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.

### 5. **Buyer Added Bid Specific SLA**

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

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

Buyer uploaded ATC document [Click here to view the file.](#)

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

Buyer Added text based ATC clauses

- 1) Bidders are requested to submit their ONGC Vendor code along with the offer.

Bidders who do not have an ONGC vendor code are requested to apply for the same as without ONGC vendor code payment cannot be made.

Bidders are requested to create an ONGC vendor code by following the link <https://etender.ongc.co.in/irj/portal>.

Bidders to click on "New Bidder? Apply for Access Authorization" link & upload scanned copy of Certificate of Incorporation, PAN Card, GST, Udyog Aadhar/ Udyam Registration certificate as applicable, Copy of Cancelled Cheque & Copy of EFT Mandate duly certified by Bank in single pdf & submit the online form.

- 2) Eligible Bidders are requested to apply for MSE Purchase Preference benefits at appropriate field in GeM during bid submission.

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- 3) Vendors are requested to contact GeM Customer Care directly for any GeM Portal related Queries. ONGC reserves the right not to entertain any Queries after 10 days of GeM Bid Publish date. Replies once submitted/furnished by ONGC to any Vendor Query may be considered as Final ONGC Response to the Query. Bidders are advised not to seek review of ONGC Replies (to their Queries or otherwise) & ONGC replies shall not be open to further/additional queries by any Vendor for any reason whatsoever. ONGC reserves the right not to entertain any query (or reply to any Query) from any Vendor not having GeM Seller ID on the date of Communication. Two bid system shall be followed.
- 4) ONGC reserves the right not to communicate with any Vendor suspended/banned by ONGC/GeM.
- 5) Request for tender extension are to be submitted to the following person(s):

Contact details for any correspondence are as follows:

Varun Singh,

Executive Engineer (Civil)

Phone No.: 8331998708

Email: [singh\\_varun2@ongc.co.in](mailto:singh_varun2@ongc.co.in)

Requests for extension of tender closing / opening date and time, received on the date specified for the same, shall NOT be considered.

- 6) Following terms shall be used interchangeably in tender documents:
  - 1)'LOA/NOA/LOI' **AND** 'GeM contract'
  - 2)Special Conditions of the contract (SCC) **AND** special Terms and Conditions (STC)
- 3)Bid Evaluation Criteria (BEC) **AND** Project Experience and Qualifying criteria
- 7) The BEC/ SLA provided in tender document over-rides all other similar clauses operating anywhere in the Bid Documents.
- 8) Bidder shall note that documentary evidence for physical Bank Guarantee, if applicable shall reach the buyer's office within the time stipulated as per GeM GTC.

Correspondence address for submission of physical documents (if any) shall be as below:

Central Logistics & Production Services Procurement Group,

Central Procurement Department  
15th Floor, Maker Tower E, Cuffe Parade  
ONGC Mumbai-400 005.

- 9) Bidder to note that the Contract start date mentioned in GeM Contract is indicative in nature. Contract start date and mobilisation period shall be as per 'Special Conditions of Contract (SCC)'.

10) **PERFORMANCE BOND (As per SLA Clause no. 10.0 and 10.1):-**

The CONTRACTOR shall furnish to the CORPORATION within 30 days from the date of GeM Contract, security deposit in the form of a NEFT/RTGS/Electronic fund transfer to designated account of ONGC # or in lieu thereof an irrevocable Electronic Bank Guarantee (e-BG) or SFMS Bank Guarantee(SFMS BG) or Unconditional irrevocable Insurance Surety Bond for the period specified in the bid document/GeM Contract, towards performance under this CONTRACT.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in the event of termination of the contract under provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to the CORPORATION, the CORPORATION shall have unconditional option under the guarantee/ Insurance Surety Bond to invoke the above bank guarantee /Insurance Surety Bond and claim the amount from the bank/Insurer. The bank (in case of e-BG/SFMS BG)/ Insurer (in case of Insurance Surety Bond) shall be obliged to pay the amount to the CORPORATION on demand.

# Subject to credit in ONGC's account within prescribed time

In case Performance Security is not submitted within 30 days from the date of NOA, a sum equivalent to 1.5% (one and half percent) of the amount of Performance Security per month for such delay or part thereof shall be recovered from the first Bill/invoice (& any remaining amount from subsequent invoice) submitted by the supplier/contractor.

- 11) **Policy for Banning of Business dealings with erring Firms including provisional Suspension** 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.

- 12) The order of precedence among ATC, Payment terms, STC, SLA & GTC of tender documents in case of any conflicting/similar provisions shall be as under:

1. Project Experience & Qualifying Criteria Requirement (Also called (BEC) Bid Evaluation Criteria)
2. Additional terms & conditions (ATC)
3. Payment terms
4. Special terms & conditions/ Special Conditions of Contract (STC/ SCC)
5. Scope of Work (SOW)
6. Service line agreement (SLA)
7. General terms and conditions (GTC)

## 8. Information/ Instructions To bidders (ITB)

This Note for order of precedence shall prevail over any similar / conflicting clause elsewhere in the tender / contract documents.

The above mentioned order of precedence shall supersede and override, inter alia, clause 5 of GTC (“Contract(s)”) and any order of precedence specified in “Bid Document” of GeM.

### 13) Guidelines on issue of Power of Attorney (PoA) for authorized signatory in tender:

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#### **1. Sole Proprietorship**

Authority to Sign PoA: The sole proprietor (the individual owner).

Can Delegate to: An employee of sole proprietor via PoA.

Documentation Needed: attested copy of Proprietorship declaration, Copy of PAN and ID of the Proprietor, GST registration of the proprietorship (if applicable)

#### **2. Partnership Firm**

Authority to Sign PoA: (i). By Managing Partner or (ii) By all the partners /, as the case may be, authorized as per Partnership Deed

Can Delegate to: any partner, an employee of partnership firm via PoA.

Documentation Needed: Partnership Deed and attested copy of Resolution signed by all the partners authorizing the signatory.

#### **3. Limited Liability Partnership (LLP)**

Authority to Sign PoA: (i) Designated Partner responsible for managing LLP's operations along with the seal/stamp of LLP, authorized for said purpose as per the LLP Agreement. or (ii) By all partners of LLP.

Can Delegate to: any partner, an employee of LLP via PoA.

Documentation Needed: Certificate of Incorporation, LLP Agreement and certified copy of resolution passed by LLP.

#### **4. Private Limited or Public Limited Company**

Authority to Sign PoA:

Board (authorizing Director and/or any senior employee of Company through its Board Resolution).

Can Delegate to: any employee, Director of Company via PoA

Documentation Needed: Certified copy of Board Resolution certified either by its company secretary or Directors for such purpose, Certificate of Incorporation, MOA/AOA (for verification of powers).

(Comments: \*For the Company, incorporated under Companies Act, the certified copy of Board resolution would suffice to ascertain the identity/authority of such authorized for the purpose.)

Notes:

a. PoA to be executed on non-judicial stamp paper of appropriate value as per rules of the state of issue.

b. Full name, address, ID details and business designation of both the authorizing person and the person being authorized should be mentioned in the PoA.

- c. PoA must include the specimen signature of the person being authorized.
- d. PoA must be attested by at least two witnesses (with full names and addresses) and be notarise d.
- e. The PoA can be General PoA or tender Specific PoA.

**14) EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:**

The bidder to submit EMD/Bid Security in any one of the following modes:

**(a) NEFT/RTGS/Electronic fund transfer to ONGC's bank account mentioned below:**

Beneficiary Account Name: Oil and Natural Gas Corporation Limited

Bank Name: State Bank of India

<b>Bank</b>	State Bank of India
<b>Branch</b>	Bandra-Kurla Complex
<b>Branch Address</b>	Bandra (East), Mumbai ,Maharashtra- 400051, India
<b>Branch Code</b>	004380
<b>ONGC Account No.</b>	<b>30061117039</b>
<b>IFSC</b>	SBIN0004380

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

**OR**

**(b) Electronic Bank Guarantee (e-BG) (as per prescribed GeM proforma): In case the EMD is submitted via 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	<b>ebg@ongc.co.in</b>

(v)	Contact Number	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 Centre, 1 <sup>st</sup> Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh
(x)	Communication Address Pin code	201309
(xi)	Beneficiary Account Name	Oil and Natural Gas Corporation Limited
(xii)	Bank Name	State bank of India
(xiii)	Branch	CAG Delhi,
(xiv)	Branch Code	17313
(xv)	Bank Account No	42559953079
(xvi)	IFSC Code	SBIN0017313
(xvii)	SWIFT Code	SBININBB824
(xviii)	Account Type	CC

Format for eBG should be as per GeM GTC. Bidders will be required to provide the details of eBG such as Number, Date, Name of issuing bank and amount in their bid. Also, the submitted bid security in the form of e-BG should be valid for minimum 45 days beyond the required validity of bid.

**OR**

- (c) Bidders may please take a note that Insurance Surety bond may also be submitted in addition to existing provisions of submission of EMD/ ePBG. Format for submission of EMD is attached in Appendix-1 of "Instruction to bidders" document and Format of Performance Security is attached in Appendix-I of SLA.

**OR**

- (d) **SFMS Bank Guarantee (SFMS BG)** (as per prescribed GeM proforma):

In case of bidder's bank is unable to issue NeSL based e-BG as on date, the bidder can submit SFMS Bank Guarantee (SFMS BG) as per prescribed GeM proforma. Beneficiary Account details for encashment of SFMS BG as well as for messaging BG advice in the form of message format 760 COV via SFMS:

Beneficiary Account Name: Oil and Natural Gas Corporation Limited

Bank Name: State Bank of India

<b>Bank</b>	State Bank of India
<b>Branch</b>	Bandra-Kurla Complex
<b>Branch Address</b>	Bandra (East), Mumbai ,Maharashtra- 400051, India
<b>Branch Code</b>	004380
<b>ONGC Account No.</b>	<b>30061117039</b>
<b>IFSC</b>	SBIN0004380

**Instruction to be followed before submitting SFMS BG**

The default/Preferable mode of submission of Security Deposit will be NEFT/RTGS/Electronic fund transfer or e-BG.

- a) Bidder shall get SFMS Bank Guarantee issued from SFMS enabled Bank as allowed by ONGC in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to ONGC's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG towards Performance Security along with SFMS delivery report /message copy which has been transmitted to ONGC's bank by BG issuing bank through SFMS system.
- b) 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.
- c) **The original SFMS BG in physical form towards Performance Security (along with SFMS delivery report /message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. ONGC's bank) should reach to the designated ONGC office within the time stipulated as per GeM GTC.**
- d) 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 advice 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..

- e) In case of any error by the applicant (bidder/contractor) or BG issuing bank while capturing the requisite field details/format or non-receipt of confirmation of BG through SFMS 760C OV message format, bidder/contractor shall be responsible for the non-acceptance of the same.
- f) For any amendment of SFMS BG, message 767COV through SFMS should be used.

## अस्वीकरण/Disclaimer

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.
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 over ride 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 न 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 and 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---