बिड संख्या/Bid Number: GEM/2026/B/7181808
दिनांक /Dated: 10-02-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-03-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-03-2026 13:30:00
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	Ahmedabad Asset
कुल मात्रा/Total Quantity	36000
वस्तु श्रेणी /Item Category	Tetrakis(hydroxymethyl) -phosphonium Sulfate (THPS)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Tetrakis(hydroxymethyl)phosphonium Sulfate (THPS)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Tris(hydroxymethyl)aminomethane, Hydrazine Sulfate, Ammonium ceric sulfate, Lithium sulfate monohydrate, Sulfate Standard Solution, Manganese Sulphate, Monohydrate - IS 10535, Tetra-n-butylammonium hydrogen sulfate, Ferric Ammonium Sulphate, Ammonium Sulphate, Potassium Hydrogen Sulphate
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Tris(hydroxymethyl)aminomethane
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	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *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

बिड विवरण/Bid Details	
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
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**	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	CONCERNED ONGC INDENTOR
Auto CRAC Days	60
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मध्यस्थता खंड/**Arbitration Clause**	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/**Mediation Clause**	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	113000

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).	8

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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 securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

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As per Para III & IV of Buyer Added ATC
(.)

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	MoPNG
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	MoPNG
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	MoPNG
सीए अनुमोदन संख्या/CA Approval Number	NA
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	17-12-2025
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	MII policy not applicable as bid estimate value is less than INR 1 crore. As per circular of Government of India dated 17.11.2020, last amendment issued on 19.07.2024.

Competent Authority Approval for not opting Make In India Preference : View Document

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
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
2. 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.
3. **Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

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

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

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

thereon.

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

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

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

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

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

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

Tetrakis(hydroxymethyl) -phosphonium Sulfate (THPS) (36000 kilogram)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध prarambh होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
			मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
1	Chauhan Vishalkumar Narsinhbhai	382721,I/c Receipt Kalol, ONGC, Kalol Stores, Kalol,	18000	0	30
			18000	150	180

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

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   I. BID EVALUATION CRITERIA

A.	Vital Criteria for Acceptance of Bids
	Bidders are advised not to take any exception/deviations to the bid document. Excepti ons/ deviations, if any, should be brought out during the Pre-bid conference. In case Pr e-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to ONGC within the date specified in the NIT and bid docume nt. ONGC after processing such suggestions may, through an addendum to the bid do cument, communicate to the bidders the changes in its bid document, if any. However, during evaluation of bids, ONGC may ask the Bidder for Clarifications/confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejecte d.
B1	**Technical rejection criteria**: The following vital technical conditions should be strictl y complied with, failing which the bid will be rejected.
1.	Bid should be complete in all aspects covering entire scope of job/ supply and should c onform to the technical specifications indicated in the bid document, duly supported w ith technical catalogues/ literatures, wherever applicable. Incomplete and non-confor ming bids will be rejected outright

2.	**Manufacturer's experience**:- In case the bidder is a manufacturer of the offered item, he should satisfy the following along with documentary evidence, which should be enclosed along with the techno-commercial bid: (a) Minimum 02 years of experience of manufacturing same or similar item. (b) Should have manufactured and supplied minimum of 10% of same or similar item to any Central /State Govt. Organization/PSU/ Public Listed/Private Company, during the last 05 years. For meeting the requirement above at (a) & (b), the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid. Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as - (i) Satisfactory Inspection report (OR) (ii) Satisfactory supply completion / Installation report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise / VAT/GST (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders. Similar item: Any biocides
2.1	In case the bidder is not manufacturer, then the bidder is required to submit documentary evidence in respect of the above Manufacturing's experience clause B.1.2 (a) & (b) of the concerned manufacturer along with the techno-commercial bid.
2.2	Bidders, who have successfully executed development for THPS placed by ONGC/OIL pursuant to successful field trial testing would be considered as established source of supply and in that case, documents for satisfying Clause for Manufacturing's experience clause B.1.2. (a) & (b) are not required to be submitted. However, such bidders shall submit the certificate towards satisfactory execution of development order pursuant to successful field trial testing along with the techno-commercial bid. For Development Order issued by ONGC after 02.12.2020, such certificate should have been issued by Head INDEG only
2.3	**Applicable for bidders submitting their bid as Start-up:** In case Start-up bidder has successfully executed Purchase Order placed by ONGC/OIL/IOCL/HPCL/BPCL/GAIL for THPS and the material supplied has been used in field satisfactorily, then such Start-up bidders will be considered meeting Manufacturing's experience clause (a) & (b). In this regard, bidder shall submit copy of purchase order/contract along with supporting document towards having used the material Satisfactorily in the fields. The above relaxation is subject to submission of required documents mentioned below : If bidder is a Start-up (Definition of "Startup" shall be as per Gazette Notification G.S.R. 127(E) dated 19.02.2019 (as amended) of Govt of India) and willing to avail the relaxations as stipulated in tender document, then they should submit the following documents: (i)Registration Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT), earlier known as Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce, certified by Start-up Director/Partner. ii) A declaration from the Directors/Partner of the start-up stating that bid is submitted by Start-up as Manufacturer of the quoted item (in case of procurement of Goods)/ Provider of quoted services (in case of procurement of services) and not as a trader/dealer/ distributor.

II. Other technical terms & conditions

1.	**Generic:**
(i)	Actual Delivery (and installation & Commissioning, if covered in Scope of Supply) is to be done on following Address: ONGC CBPP Stores, I/c Receipt Kalol, ONGC, Kalol Stores, Kalol-382721.
(ii)	Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST%.
(iii)	For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.
(iv)	**Upload Manufacturer authorization**: Wherever Authorized Distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid. ii) Procurement of Goods should preferably be made directly from the manufacturers. Either the manufacturer or their authorised distributor/dealer etc. can bid in a tender, but not both. Further, in cases where authorised distributor/dealer etc. participate in a tender on behalf of one manufacturer, they should not be allowed to quote on behalf of another manufacturer along with the first manufacturer for the same item.
2.	**Inspection:** Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): NA Post Receipt Inspection at consignee site before acceptance of stores: Concerned ONGC Indentor.
3.	**Scope of Supply:** Scope of supply (Bid price to include all cost components): Only supply of goods
4.	**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.
5.	**Acceptance of Bulk Supplies:** (i) Testing of material shall be done as per corporate specification, however bidders are advised to ensure superior quality product (better than as required in corporate specification) so as to have sufficient tolerance for field applications. (ii) Submission of test report along with bid shall not be required/mandatory. However in respect of performance chemicals, in case a bidder wishes to get their material tested in ONGC Lab on payment basis before submission of their offer, then such facility on payment basis shall be available at RGL's (Panvel & Chennai) for THPS. Test will be done as per ONGC corporate specification. The testing charge is as follows: Material Year Testing charges THPS 2026 Rs. 16,443/-* *GST has to be added extra as applicable, the present rate is 18%.

6.	The bidder will provide following document along with techno-commercial bid. i) An under taking from the manufacturer/supplier that the product to be supplied in t he event of an order on them shall be conforming to the tendered specifications with r espect to the quality, packing and marking. ii) Bidder should confirm to the effect that material will be of recent make and shelf life of the material offered will be minimum 12 months from the date of dispatch. iii) Bidder should confirm that the Material will be supplied at destination as per delive ry schedule for sampling/ inspection as per ONGC sampling/ inspection and acceptanc e of bulk supply procedure specified in the Terms & conditions. iv) Bidder should submit an undertaking along with the techno-commercial bid that in case material is not found conforming to the specification, the supplier shall lift the ma terial within two weeks from the date of intimation at Supplier's cost. In case the mate rial is not lifted by the supplier within two weeks, ONGC may decide to return rejected material to supplier on freight to pay basis at risk and cost of the supplier. Further, Su pplier will replace the material at its cost within delivery schedule, failing which Failure and Termination Clause/ Liquidated Damages Clause will be applicable. (v) Bidders should have the required facilities for testing the quoted material as per In ternational standards at their premises and also agree to inspection by ONGC or any o ther agency nominated by ONGC. In case the bidder is not the manufacturer, a certifi cate from the manufacturer to the effect that the manufacturer possesses the require d facilities for testing the quoted material should be enclosed along with the techno-co mmercial bid.
7.	Supplier has to deliver the material as per the delivery schedule i.e. lot wise full quanti ty in one go. However it may be modified depending upon the operational requiremen t & accordingly intimation regarding modified delivery schedule shall be made.
8.	**<u>Destination Sampling & testing of chemicals:</u>** After placement of GeM Contract/PO/NOA, the firm shall offer the material for inspectio n i.e. sampling /bonding at destination i.e. CBPP Store, Kalol ONGC Ahmedabad under i ntimation to In-charge Surface Chemistry, ONGC Ahmedabad with a copy to In-charge MM, ONGC, Ahmedabad as per schedule detailed in the supply order. The supplies will be tested and inspected on receipt before taking the material on char ge by ONGC. Each drum will bear mark of the manufacturer as well as the name of the Chemical, lot no/ Batch No., Date of manufacture and supply order number. Lot will be sampled only i f the packing is as per packing specification stipulated in the order. Inspection team will inspect the packing material used and record it in sampling/bonding report. Samples shall be drawn jointly by a team consisting of representatives from user depar tment, Chemistry section, and warehouse, selected by a randomizer (or his authorized representative of minimum E0 level) from ONGC by a team consisting of representative s from user department, Chemistry section, and warehouse, selected by a randomizer (or his authorized representative of minimum E0 level) from ONGC. Supplier shall deput e its representative at its own cost for witnessing sampling of chemicals at destination, for which an intimation shall be given by ONGC to the supplier. However, in case suppli er do not depute its representative within time specified in intimation, ONGC shall carr y out sampling without presence of supplier's representative. Sample shall be drawn from the offered lot by inspection team. Further, in case materi al is not found conforming to the specification, the supplier shall lift the material within two weeks from the date of intimation at supplier's cost. In case the material is not lifte d by the supplier within two weeks, ONGC may decide to return rejected material to su pplier on freight to pay basis at risk and cost of the supplier. Further, Supplier will replace the material at its cost within delivery schedule, failing wh ich provision of "Failure and Termination Clause/ Liquidated Damages Clause" of Tende

r document will be applicable. Supplier shall provide an undertaking to this effect along with bid.

Sampling will be carried out as per procedure given below:

a. Sampling will be done from each stack.

b. Each stack shall not exceed 250 drums.

c. Each stack will be placed properly and separately.

d. Sampling will be done to the extent of 10% (minimum) of the total number of drums offered at random.

e. The stack shall be accessible from all the sides for proper sampling.

f. The stack height should not exceed 2 meters.

g. The minimum quantity of the composite sample drawn should be 4 L.

Total Six bulk samples will be drawn during sampling / bonding. The bulk samples take n at destination will have the seal and signatures of the party and ONGC (representativ es from user department, Chemistry section, and warehouse, selected by a randomizer (of minimum E0 level)). This activity of sampling shall be videoed on mobile by senior most member of the team and shall be uploaded on ONGC portal directly with only vie w option. The responsibility covering all important aspects of sampling shall be with th e senior most of the team. The_sample bottle/container and box, if any, shall be provid ed with Barcode/ QR code generated on ONGC systems by warehouse officer.

In case supplier do not depute its representative within time specified in intimation by ONGC regarding sampling, ONGC shall carry out sampling without presence of supplier' s representative and such bulk samples shall bear seal of ONGC only with signatures of user department, Chemistry section, and warehouse (or his authorized representative o f minimum E0 level).

Two samples will be sent to lab for test (One each to two labs **Panvel and Chennai),** one (01) sample will be given to supplier, one (01) sample will be retained with Chemis try Dept. and the two (02) will be kept with I/c warehouse. Sample upkeep in warehous e shall be the responsibility of warehouse in charge. User Dept. shall forward the sampl es directly to the laboratory and send intimation to the Purchase Dept. regarding forwa rding of samples to the laboratory for testing.

The sample will be tested by **RGL, Panvel and Chennai**, as per specification given in the tender.

Samples will be drawn by inspection team by adopting random sampling system as per existing sampling procedure of ONGC.

Total six will be drawn during sampling / bonding. The sample taken from individual dru ms shall be collected in the bucket, mixed thoroughly and approx. 500 ml packed in sui table, unreactive, leak-proof, sealable five containers. These samples bottles will carry a label indicating identification details of the material and shall contain one seal each of ONGC and supplier.

The sampling/bonding certificate & label of sample shall indicate witness signatures of all the individual parties involved in the exercise.

While taking out Samples from the warehouse, entry in this regard shall be made in the register available with Security (who will, after confirming the sealed mode of the sampl e put security stamp on the samples) at the Warehouse.

	Atleast 3% package quantity shall be randomly checked for quantity of the supplied chemicals by the same sampling team who are involved in sampling of the particular lot(s), and deficiency certificate be issued, if any. – The material will be taken on ONGC account only if the material passes in lab test. Payment will be released upon taking of material on charge after testing and acceptance. Supplier has to provide MSDS with each dispatched lot.
9.	**<u>Rejection of sample:</u>** 15.13.1 The materials rejected by the Inspection Officer during this inspection will be replaced/reoffered by vendor within the delivery schedule of Purchase Order failing which provision of "Failure and Termination Clause/ Liquidated Damages Clause" of Tender document will be applicable. Any rejection by Inspecting Officer shall be considered final and binding on the vendor and such terms should be included in the contract. 15.13.2 In the event of bulk sample getting rejected, the supplier can opt for any of the two following options: (Option-I) Supplier may get the same material re-sampled and re-tested in his presence from the same laboratory where it was tested earlier. (Option-II) Supplier may lift the failed material, re-process it and re-offer. Supplier will replace the material at its cost within delivery schedule, failing which provision of "Failure and Termination Clause/ Liquidated Damages Clause" of Tender document will be applicable. In either of the above options, item will be re-sampled and re-tested. If even the re-offered material under Option-I or re-processed and re-offered material under Option-II fails, following action shall be taken :- i.If Order is for supply of complete order quantity in single lot, ONGC will Terminate/Cancel the order and Invoke Security Deposit against the order. The Process of Vendor banning as per Annexure-37 of SCM Manual shall be followed. ii.If ordered quantity is to be supplied in more than one lot, supplier may be given one more chance to replace and re-offer the material at its cost within delivery schedule or as agreed by ONGC only in case past lots or any subsequent lots supplied were passed in testing/acceptable to ONGC. iii.In case failure and cancellation of PO for particular lot i.e. partial quantity against PO, security deposit corresponding that lot only be forfeited, No banning shall be initiated in such case. iv.If order is cancelled for total quantity placed on the supplier, action as per vendor banning
10.	**<u>PACKING & MARKING:</u>** **<u>PACKING</u>** New, Virgin & Unused blue color HDPE carboy with air tight replaceable lid, strong enough to withstand rigors of transit & storage. Each carboy should contain 50 KG net material. Empty carboy weight should not be less than 2.5 KG. **<u>MARKING</u>** Each packing should be clearly marked legible and indelible as below: 1. Name of the product 2. PO/GeM Contract No. and Date 3. Name of the manufacturer/supplier 4. Month and Year of manufacture 5. Net Weight in Kg/ Gross weight in Kg 6. Lot No./ Batch No. 7. Hazard warning if any

III. EMD SUBMISSION:

A. a. b. c. d.	Following modes for submission of EMD are acceptable: 1. NEFT/RTGS/Electronic fund transfer to the designated account of ONGC; 2. E-BG; 3. SFMS based BG (only in case when issuing bank is unable to issue NeSL based e-BG) 4. Unconditional Irrevocable Insurance Surety Bond (as per prescribed proforma attached at Annexure A) from an Insurer registered with Insurance Regulatory and Development Authorit y of India (IRDAI}, valid for 30 days beyond the required validity of bid Bank Draft/ Cashier's cheque/ Banker's Cheque/ non-SFMS based physical BG are NOT consid ered as acceptable mode for EMD/ Bid Security / Security Deposit (SD).
B.	For On-line Payment: Bidders can submit the EMD in the form of NEFT/RTGS/Electronic fund transfer. On-line payment shall be in the name of Beneficiary, i.e. Oil and Natural Gas Corporation Limi ted Account No. 00000010257776699 IFSC Code SBIN0005743 Bank Name State Bank of Indi a Branch address ONGC Chandkheda, IRS Complex, Chandkheda-380005. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online tr ansfer. Bidder has to upload proof of the Online Payment Transfer along with the bid.
C.	For E-BG: For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of ONGC (Beneficiary) are as under: PAN: AAACO1598A Name: Oil and Natural Gas Corporation Limited Date of Incorporation: 23.06.1993 Email ID: ebg@ongc.co.in Contact No.: 0120-6034040, 0120-4487711 Mobile no.: 7428133002 Legal Constitution: Entity Registered office address: Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70 Registered office address Pin code: 110070 Communication address: ONGC, Shared Service Center, 1st Floor, IBM office, Sector 62, Noid a-201309, Uttar Pradesh Communication Address Pin code: 201309 Bidder shall submit e-BG in pdf format along with the bid in the GeM portal.
D	For SFMS Based BG: The default/preferable mode of submission of EMD / Bid Security will be NEFT/RTGS/Electroni c fund transfer or e-BG. Bidder can also submit SFMS based Bank Guarantee (BG) against EMD / Bid Security subject t o the following:

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

b) Bidder shall get SFMS Bank Guarantee issued from SFMS enabled Bank. 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 Bid Security along with SFMS delivery report /message copy which has been transmitted to ONGC's bank by BG issuing bank through SFMS system.

c) The SFMS bank guarantee will have to be given on non-judicial stamp paper of Rs 300 / with franking receipt e-stamping of Rs 300 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.

d) The original BG in physical form towards Bid Security (along with SFMS delivery report /message copy of 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 5 working days of bid opening. Bidder shall also submit soft copy of the BG (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) along with the bid in the GeM portal.

e) SFMS based BG will not be acceptable unless details of the same are transmitted to the ONGC's Bank through SFMS platform. It is 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 following:

i. Beneficiary Account Name: Oil and Natural Gas Corporation Limited

ii. Bank Name: State Bank of India

iii. Bank Account No: 10257776699

iv. IFSC Code: SBIN0060438

v. EMAIL ID-SBI.60438@SBI.CO.IN

f) In case of any error by the bidder or BG issuing bank while capturing the requisite field details/format or non-receipt of confirmation of BG through SFMS 760COV message format, the bid shall be liable for rejection and bidder shall be responsible for the same.

g) For any amendment of SFMS BG, message 767COV through SFMS should be used.

Address for submission of hardcopy of SFMS based physical BG: Room no. B-19, Dak Section, MM department, ONGC, Ahmedabad Asset, Chandkheda-380005

E.	For Insurance Surety Bond: Bidder can also submit Unconditional Irrevocable Insurance Surety Bond against EMD / Bid Security subject to the following: a. Irrevocable Unconditional Insurance Surety Bond in the prescribed format as per Annexure A, valid for 30 days beyond the date of validity of offer. The Insurance Surety Bond will have to be given on non-judicial stamp paper of Rs 300 / with franking receipt e-stamping of Rs 300 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). b. 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 the GeM portal. c. The original Insurance Surety Bond, in the prescribed format provided in the tender, in physical form towards Bid Security should reach to the designated ONGC office within 5 working days of bid opening. Address for submission of hardcopy of original Insurance Surety Bond: Room no. B-19, Dak Section, MM department, ONGC, Ahmedabad Asset, Chandkheda-380005
F.	EMD exempted bidders to submit a Bid securing declaration (BSD) accepting that if they withdraw or modify their Bids during the period of validity or if they are awarded the contract and they fail to submit performance security, or to sign the contract, before the deadline defined in the tender documents, it shall be considered as a violation of Code on Integrity and they shall be suspended for the time period specified in the BSD from being eligible to submit Bids/Proposals for contracts. **Bid Securing Declaration :** **"We (Name of the bidder) hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the NIT, we will be banned for a period of two years. We understand that no further correspondence in this regard shall be accepted by ONGC"**

IV. SECURITY DEPOSIT SUBMISSION:

A.	Following modes for submission of SD/PS are acceptable: a. NEFT/RTGS/Electronic fund transfer to the designated account of ONGC; b. E-BG; c. SFMS based BG (only in case when issuing bank is unable to issue NeSL based e-BG) d. Unconditional irrevocable Insurance Surety Bond from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI). Note: The default/Preferable mode of submission of Security Deposit will be NEFT/RTGS/Electronic fund transfer or e-BG. However, whenever 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. Bidder can also submit irrevocable Unconditional Insurance Surety Bond from Insurance Company registered with Insurance Regulatory and Development Authority of India (IRDAI). Bank Draft/ Cashier's cheque/ Banker's Cheque/ non-SFMS based physical BG are NOT considered as acceptable mode for Security Deposit (SD).
A.1	PBG/SD should be submitted within 30 days from the date of GEM contract. In case PBG/SD is not submitted within 30 days from the date of GEM contract, 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.
B.	For NEFT/RTGS/Electronic fund transfer: Successful Bidder can submit the Performance Security in the form of NEFT/RTGS/Electronic fund transfer. On-line payment shall be in the name of Beneficiary, i.e., Oil and Natural Gas Corporation Limited Account No. 00000010257776699 IFSC Code SBIN0005743 Bank Name State Bank of India Branch address ONGC Chandkheda, IRS Complex, Chandkheda-380005. 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 proof of the Online Payment Transfer in place of PBG within 30 days of award of contract on GeM.

C.	For E-BG: For issuance of Electronic Bank Guarantee through National E-Governance Services Limit ed (NeSL) platform, details of ONGC (Beneficiary) are as under: PAN: AAACO1598A Name: Oil and Natural Gas Corporation Limited Date of Incorporation: 23.06.1993 Email ID: ebg@ongc.co.in Contact No.: 0120-6034040, 0120-4487711 Mobile no.: 7428133002 Legal Constitution: Entity Registered office address: Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70 Registered office address Pin code: 110070 Communication address: ONGC, Shared Service Center, 1st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh Communication Address Pin code: 201309
D	For SFMS Based BG: The default/preferable mode of submission of PBG/SD/PS will be NEFT/RTGS/Electronic fu nd transfer or e-BG. Bidder can also submit SFMS based Bank Guarantee (BG) against Security deposit subjec t to the following: a) Whenever a bidder submits SFMS based BG, the bidder will mandatorily be required to submit a letter from the issuing bank that it is unable to issue NeSL based e-BG as on da te. Such letter should accompany the SFMS based BG. b) Bidder shall get SFMS Bank Guarantee issued from SFMS enabled Bank. Bank shall iss ue the Bank Guarantee through SFMS system and send SFMS message to ONGC's Bank c onfirming the authenticity of Bank Guarantee. Bidder will be required to submit Bid Secu rity along with SFMS delivery report /message copy which has been transmitted to ONGC 's bank by BG issuing bank through SFMS system. c) The SFMS bank guarantee will have to be given on non-judicial stamp paper of Rs 300 / with franking receipt e-stamping of Rs 300 as per stamp duty applicable at the place fro m where the bid has emanated. The non-judicial stamp paper / franking receipt e-stampi ng should be either in the name of the issuing bank or the bidder. d) The original BG in physical form towards Security deposit (along with SFMS delivery re port /message copy which has been transmitted by issuing bank through SFMS system t o beneficiary's i.e. ONGC's bank) should reach to the designated ONGC office within 30 d ays of award of contract on GeM. e) SFMS based BG will not be acceptable unless details of the same is transmitted to the ONGC's Bank through SFMS platform. It is bidder's responsibility to ensure that BG issuin

	g bank sends the BG advice correctly in the form of message format 760COV via SFMS (S tructured Financial Messaging System) as provided by RBI while capturing all requisite fi elds including following: i. Beneficiary Account Name: Oil and Natural Gas Corporation Limited ii. Bank Name: State Bank of India iii. Bank Account No: 10257776699 iv. IFSC Code: SBIN0060438 v. EMAIL ID-SBI.60438@SBI.CO.IN f) In case of any error by the bidder or BG issuing bank while capturing the requis ite field details/format or non-receipt of confirmation of BG through SFMS 760COV messa ge format, the bid shall be liable for rejection and bidder shall be responsible for the sam e. g) For any amendment of SFMS BG, message 767COV through SFMS should be us ed. Address for submission of hardcopy of SFMS based physical BG: Room no. B-19, Dak Sect ion, MM department, ONGC, Ahmedabad Asset, Chandkheda-380005
E	For Insurance Surety Bond: Bidder can also submit Unconditional Irrevocable Insurance Surety Bond against Security deposit subject to the following: a. Irrevocable Unconditional Insurance Surety Bond in the prescribed format as per Annex ure B, with validity as per para A above. The Insurance Surety Bond will have to be given on non-judicial stamp paper of Rs 300 / with franking receipt e-stamping of Rs 300 as per stamp duty applicable at the place where Insurer is issuing the Insurance Surety Bond. T he non-judicial stamp paper / franking receipt should be either in the name of the insura nce 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). b. The original Insurance Surety Bond, in the prescribed format provided in the tender, in physical form towards Security deposit should reach to the designated ONGC office withi n 30 days of award of contract on GeM. Address for submission of hardcopy of original Insurance Surety Bond: Room no. B-19, D ak Section, MM department, ONGC, Ahmedabad Asset, Chandkheda-380005

V. PAYMENT TERMS:

1	Invoices along with supporting documents can be submitted/ uploaded through VIMS Portal (https://vims.ongc.co.in/), which is the preferred mode of submission of Invoice. Invoice (PD F digitally signed with class II/ III signature) and supporting documents can be uploaded in V IMS Portal by logging-in with the help of Vendor Code.

2	However, in case supplier/contractor is not able to submit/upload the Invoice through VIMS portal as mentioned above, Invoice along with supporting documents can also be submitted /uploaded in the following way:- 1.1 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 1.2 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: 1.2.1 Invoices should be system generated and no hand written invoices shall be allowed. 1.2.2 Invoice should be e-invoice in terms of GST Law or the digitally signed invoice only. 1.2.3 Invoices need to be scanned at a minimum of 300 dpi, preferably in colour. 1.2.4 Invoices should be in PDF format only. 1.2.5 For invoices, file name should be kept as "INVxxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document). 1.2.6 A regular format must be maintained in which invoices are being submitted in ONGC. 1.2.7 Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs. 1.2.8 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.

VI. Bidder shall submit the copy of GSTIN Certificate along with their bid.

VII. Bidder is required to submit undertakings as per Appendix: BP-1, BP-2 & BP-3 regarding Banning order policy along with the Techno-commercial bid.

VIII. **Bidder financial standing:**

a. 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.

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, or is declared as bankrupt/insolvent by concerned court/authority of relevant jurisdiction, prior to or during Tender evaluation stages, then such bids will be reject

ed.

b. Bidder should submit a declaration that bidder is not undergoing an 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. (Format attached in the tender under "Buyer uploaded ATC document)

IX. **Post Bid Conference**:

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 will 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 listed 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 its employee/(s)/authorised representative(s), who will attend Post Bid Conference and those person(s) only will be permitted to attend the post-bid conference.

X. Bidder should preferably be a Manufacturer. In case the bidder is not a manufacturer, its bid can also be considered provided such bid is accompanied with tender specific back-up authority letter from the concerned manufacturer, who authorizes them to market their product pro

vided further, in case of award, such an authority letter is valid at the time of bidding and should remain valid during the entire execution period of the order. Required warranty cover of the manufacturer for the product will be provided by such a bidder and an undertaking to this effect shall be provided by the bidder in the techno-commercial bid. Offers without tender specific back-up authority letter from manufacturers will not be considered.

Notwithstanding anything contained above, Either the manufacturer or their authorised distributor/dealer etc. can bid in a tender, but not both. Further, in cases where authorised distributor/dealer etc. participate in a tender on behalf of one manufacturer, they are not allowed to quote on behalf of another manufacturer along with the first manufacturer for the same item.

XI. If goods are of foreign origin, then ONGC 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 along with documents submitted for payment. The invoice prices of foreign supplier shall be checked by concerned payment authority before making payment.

XII. In case of procurement of Goods/Services, where requirement is either not splitable (100% quantity cannot be divided) or splitable but 25% quantity cannot be further divided, the following order of preference for Purchase Preference among MSEs shall apply, subjected to fulfillment of all other provision under the MSE Order:

1st Preference: MSE -SC/ST & Women

2nd Preference: MSE-SC/ST

3rd Preference: MSE-Women

4th Preference: Other MSEs

Note: In case of more than one eligible bidder in any of the categories mentioned above, lowest among those bidders will be eligible for purchase preference.

XIII. For any tender related queries, bidders may contact following officer:

Ms. Priyanka Verma, Sr. MM Officer, 9717881900, verma_priyanka@ongc.co.in

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3. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document 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 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. 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.
16. 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.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---