

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	02-09-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	02-09-2026 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
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :bycon8.ongc.cby@gembuyer.in Buyer Email id: buyer14.ongc.cby@gembuyer.in
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Procurement, Supply, Installation, Testing & Commissioning of 3 Ton Flameproof Electrical Winch for
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Electrical winch
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	multicable winch, Scrubber Dryer Floor Cleaning Machine (V2), DC WINCH MOTOR, Hydraulic Wireline Winch Unit, Modular Piano Type Domestic Electrical Switches ISI Marked To IS 3854, Laboratory Winch Dyeing Machine, Electrical Workbench, modular electrical enclosure switch board boxes for modular type accessories, Electrical Rescue Rod, Electrical Extension Box (V4)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Electric Winch (V2)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	2 Year (s)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Partial Experience - 1 year (s)
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Certificate (Requested in ATC),OEM Authorization Certificate,Compliance of BoQ specification and supporting document *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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
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
विगत प्रदर्शन /Past Performance	80 %
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	2 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	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	CONCERNED ONGC QUALITY ASSURANCE DEPARTMENT
Payment Timelines	Payments shall be made to the Seller within 10 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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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).	6

(a). 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 :

GM (F&A)

CAMBAY ASSET, NA, Oil and Natural Gas Corporation Limited, Ministry of Petroleum and Natural Gas
(Finance Section, Ongc Cambay Asset)

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE

सक्षम प्राधिकारी का नाम/Name of Competent Authority	RAVINDRA MANOHAR CHHATRE
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	GM(INSTT)
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	FMP, ONGC CAMBAY ASSET
सीए अनुमोदन संख्या/CA Approval Number	CBY/CBA/SERVICES/WELL-SER/2026/Winch/2791222
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	13-08-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	As the Proposed procurement for Single Unit of Electrical winch only, splitting as per the MSE rules is not possible.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	SANTANU DHAR
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	UNDER SECRETARY TO THE GOVERNMENT OF INDIA
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	MINISTRY OF PETROLEUM AND NATURAL GAS
सीए अनुमोदन संख्या/CA Approval Number	FP-20013/2/2017-FP-PNG-PART (4) (E-41432)
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	26-04-2022
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time) is not applicable in the instant case as the bid value is less than ₹ 1 crore. Reference :- PMC Circular No. 13/2022 dated 11.05.2022 issued by ONGC, consequent to OM Dated 26.04.2022 of MoPNG pertaining to Public Procurement (Preference to Make in India) order, 2017 (as amended from time to time), applicable on the Procuring Entities under administrative control of MoPNG.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.
4. **Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by

the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

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

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

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

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

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

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

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

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

Procurement, Supply, Installation, Testing & Commissioning Of 3 Ton Flameproof Electrical Winch For (1 Unit)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	70%
Min Cost Allocation for ICT as a % of product cost	30%
Number of days allowed for ICT after site readiness communication to seller	15 Days

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Aniket Vaishnav	388630,WELL SERVICES, ONGC, CAMBAY ASSET, P.O. KANSARI, KHAMBHAT - 388630, DIST. ANAND, GUJARAT.	1	45

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Available space for Electrical Winch View	Available space for Electrical Winch	Procurement, Supply, Installation, Testing & Commissioning Of 3 Ton Flameproof Electrical Winch For(1)

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

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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, 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. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 7 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 5 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

3. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

MM STORE
ONGC CAMBAY ASSET
KANSARI
KHAMBHAT
DISTR. ANAND, GUJARAT-388630
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4. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

5. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

6. **Generic**

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.

7. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

8. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

9. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

10. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

11. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

12. **Generic**

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

Any cost will be borne by the bidder only.

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

13. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

14. **Generic**

Scope of supply includes Training: Number of employees to be trained

10
, Place for Training
Cambay
and Duration of training
1
days.

15. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

As mentioned in the scope of work

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16. **Generic**

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.

17. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy

available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

18. **Generic**

Wherever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within

15

days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

19. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

20. **Inspection**

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

21. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

22. **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.

23. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

24. Certificates

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

25. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

As mentioned in the scope of work

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26. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

27. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

28. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

29. Warranty

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

30. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

31. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer Added text based ATC clauses

Clauses of the bid as mentioned above stands superseded as

under:

Sl. Clauses:

1.

EMD / Bid Security AND Security Deposit / Performance Security:

EMD / Bid Security AND Security Deposit / Performance Security can be submitted by the bidders 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,

1st Floor, IBM office, Sector 62, Noida-201309,

Uttar Pradesh

(x) Communication Address Pin code 201309

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.

Beneficiary's Bank Details (Account No. 10681236016, State Bank of India; IFSC Code: SBIN0004084) for transmission of SFMS delivery / message.

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

a) Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the

Indian Branch of any Scheduled Bank incorporated in India. OR

b) Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. OR

c) 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.

Note:

The CONTRACTOR shall furnish Security Deposit / Performance Security to the CORPORATION within 30 days from the date of CONTRACT.

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

The validity of EBG submitted as EMD shall be obtained for 45 days beyond bid validity.

C Payment Terms and Payment Authority:-

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

Documents required to be submitted along with invoices for release of payment:-

a) Tax Invoice (Original and duplicate) issued under relevant GST legislations/ rules indicating rates and amount of various taxes/ duties shown separately, etc.

b) Proof of delivery (i.e. GCN/LR/Delivery Challan, duly acknowledged by the consignee, for receipt of material.

c) QCC and TPI (as applicable) Report (if any) for satisfactory inspection, wherever pre-despatch inspection is applicable.

d) Warranty/ Guarantee Certificate

e) Copy of the e-way bill / e-way bill number (EBN) (Wherever applicable)

f) Work completion certificate

Note:

i. Bidder who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice which will have GSTIN of supplier as well as ONGC.

ii. In case of purchase of goods from GST Registered Supplier/transporter or as per e-way bill rules, on FOR destination basis, e-Way bill shall be generated by the supplier. However, in case of purchases from Unregistered Supplier, ONGC would generate e-Way Bill.

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

iv. Payment will be made from SFS Center, Noida only. No payment will be made from workcentre.

v. Any increase in GST/ custom duty during extended period of the contract / supply order will be to SUPPLIER's / contractor's account where such an extension in delivery of the material / completion of the project was on the request of SUPPLIER/ contractor. However, any decrease in GST/ custom duty during extended period of the contract/ supply order will be to the account of ONGC.

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

owing 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 hand written 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.

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

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

- a) Copy of Tax Invoice
- b) Proof of dispatch (RR/GCN/LR/e-way bill etc.)
- c) Copy of the e-way bill / e-way bill number (Wherever applicable)
- d) Satisfactory inspection report/TPI report & QCC

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 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.

4.

Putting supplier on provisional suspension /banning due to cancellation of purchase order.

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 of 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 is available at ONGC <https://tenders.ongc.co.in> and

<https://ongcindia.com>.

5.

Submission of forged documents:

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.

Further, actions as per ONGC's 'Policy for Banning/ provisional Suspension of Business dealings with erring Firms' shall be taken against the Supplier.

Aforesaid policy is available at ONGC portals <https://tenders.ongc.co.in> and <https://ongcindia.com>

6.

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/contract or in case of breach/default/transgression as stipulated in the policy.

7.

Insolvency:

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 rejected.

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).

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.

8.

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 provided further, in case of award such an authority letter should remain valid during the entire execution period of the order. Required warranty cover of the manufacturer (as per the warranty clause .. of the bid document) 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.

Manufacturers can authorize only one firm/bidder for specific tendered items. In case, a manufacturer authorizes more than one firm/bidder in a tender, the bids of all such bidders will be rejected.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[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 कार्यवाई 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---