बिड संख्या/Bid Number: GEM/2026/B/7986643
दिनांक /Dated: 03-09-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-09-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-09-2026 15:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (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: deogharkar_pranav@ongc.co.in
कुल मात्रा/Total Quantity	4
वस्तु श्रेणी /Item Category	Toner Cartridges / Ink Cartridges / Consumables for Printers (Q2)
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),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
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	30
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	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

आवश्यकता/Required	No

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).	3

(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 :

Finance and Accounts Officer
CAMBAY ASSET, Oil and Natural Gas Corporation Limited, Ministry of Petroleum and Natural Gas
(Finance And Accounts Officer)

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

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. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

Toner Cartridges / Ink Cartridges / Consumables For Printers (4 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERIC	**Product Class of Cartridge**	OEM
	Printer/Multifunction Machines Brand for which offered Cartridge/Consumable is Suitable	HP
	Type of Cartridge/Consumable	Toner Cartridge
	Color of the Ink/Toner	Black
	Model Number of OEM's Printer/OEM's Multi Function Machine	HP LaserJet Ent M1139 Printer, HP LaserJet Ent M1219nf Printer, HP LaserJet M1136 MFP Printer, HP LaserJet M1213nf MFP Printer, HP LaserJet M1216nfh MFP Printer, HP LaserJet P1007 Printer, HP LaserJet P1008 Printer, HP LaserJet P1106 Printer, HP LaserJet P1108 Printer, HP LaserJet Pro M1218nfs MFP Printer, HP LaserJet Pro M202d Printer, HP LaserJet Pro M202dw Printer, HP LaserJet Pro M202n Printer, HP LaserJet Pro MFP M126a Printer, HP LaserJet Pro MFP M126nw Printer, HP LaserJet Pro MFP M128fn Printer, HP LaserJet Pro MFP M128fw Printer, HP LaserJet Pro MFP M226dn Printer, HP LaserJet Pro MFP M226dw Printer
	Model Number of OEM's Printer Cartridge/Consumable	HP 88X Blk Contract LJ Toner Cartridge-CC388XC
	Minimum Yield of the Replacement Cartridge/Consumable offered (Number of Pages)	Less than 500, 501 to 1000, 1001 to 2000, 2001 to 5000, 5001 to 10000, 10001 to 15000, 15001 to 20000, 20001 to 30000, 30001 to 40000, 40001 to 50000, 50001 to 70000, 70001 to 100000, 100001 to 500000, 500001 to 1000000, 1000001 to 1500000, Not Applicable Or higher

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dabhi Kunal Premjibhai	388620,MM DEPARTMENT, ONGC, CAMBAY ASSET, P.O. KANSARI, KHAMBHAT - 388630, DIST. ANAND, GUJARAT.	4	30

Special terms and conditions-Version:4 effective from 09-10-2025 for category Toner Cartridges / Ink Cartridges / Consumables for Printers

1. 1. This category covers two classes of products — OEM Cartridges/Consumables and Compatible

Cartridges/Consumables — to enable buyers to procure both original and compatible options in a transparent and competitive manner.

2. **Definitions:**
(a) *OEM Cartridge/Consumable* refers to a cartridge manufactured by a company that also manufactures printing machines such as printers, multifunction (all-in-one) devices, or plotter printers, and is intended for use with those machines.
(b) *Compatible Cartridge/Consumable* refers to a cartridge manufactured by an entity other than the OEM of the printing machine but designed to be compatible with, and functionally replace, the OEM cartridge.
3. The parameter “Product Class of Cartridge” has two values — OEM and Compatible. ‘OEM’ denotes a cartridge having a brand same as that of the printer, while ‘Compatible’ denotes a cartridge having a brand different from the printer(s) but compatible with the printer(s). Buyers can select only ‘OEM’ or only ‘Compatible’ or both ‘OEM’ and ‘Compatible’ (or ‘any value’) as per their requirement.
4. Printer OEMs authorised in this category and granted dashboard access shall upload catalogues under Product Class of Cartridge – OEM. Compatible OEMs shall upload catalogues under Product Class of Cartridge – Compatible strictly in accordance with their approved Vendor Assessment (VA) report.
5. Incorrect selection of product class or deviation from the approved VA report by the sellers may attract administrative action, including removal of catalogues, temporary suspension, or any other action deemed appropriate by GeM.
6. The parameter “Model Number of OEM Printer/MFP” shall indicate the printer or multifunction model for which the offered cartridge/consumable is suitable. Sellers shall ensure correct mapping of cartridges/consumables to printer models while creating catalogues.
7. Printer OEMs and Compatible OEMs shall have their respective model/part numbers included in the drop-down options prior to catalogue creation. Catalogues created using unapproved or incorrect model numbers may be removed and attract administrative action.
8. Compatible OEMs shall ensure that their model or part numbers do not resemble those of printer OEMs in any manner likely to mislead or confuse buyers.
9. Sellers requiring inclusion of new model/part numbers (against parameter “Model Number of OEM's Printer Cartridge/Consumable ”) or the OEM’s name (against the parameter “Name of the OEM/Compatible Manufacturer of Cartridge/Consumable Offered”) in drop-down options shall submit such requests to the GeM Helpdesk along with supporting documentation. Requests shall be processed by GeM based on verification of the vendor’s eligibility and the applicable VA report.
10. The parameter “Name of the OEM/Compatible Manufacturer of Cartridge/Consumable Offered” shall indicate the name of either the printer OEM or the compatible OEM, as applicable. Sellers shall select their name only from the approved drop-down options available after completion of Vendor Assessment and inclusion through the Helpdesk process.
11. Buyers should select only one brand/make under the parameter: “Printer:: Multifunction Machines Brand for which offered Cartridge:: Consumable is Suitable.”
12. Buyers procuring only ‘OEM’ cartridges for multiple printer brands through bunched bids shall opt for item-wise evaluation and not total value-wise evaluation, so as to enable participation by resellers of individual brands. Bunching of only ‘OEM’ Cartridges and only ‘Compatible’ Cartridges can be resorted to only when evaluation is item-wise. In case the buyer selects both ‘OEM’ and ‘Compatible’ against ‘Product Class of Cartridge’ or alternatively chooses ‘any value’ against ‘Product Class of Cartridge’, then the bid evaluation method of either ‘Total Value-wise’ or ‘Item-wise’ can be opted for by the buyer as per his/her requirement and desired level of competition based on the availability of sellers.
13. By selecting “As per IS/ISO/IEC 19752:2017”, the seller confirms compliance with equivalent or relevant ISO standards such as ISO/IEC 24711 or ISO/IEC 29102, as applicable to the technology or type of cartridge (Inkjet, Laser, Toner, or Ink).
14. Buyers procuring cartridges through bidding and selecting Product Class – only ‘OEM’ should follow the PAC procurement method after following the prescribed due process, and the PAC certificate duly signed by the competent authority shall be uploaded at the time of bid creation. GeM, however, does not prescribe PAC procurement on its own, and the decision to follow the PAC mode of procurement is the buyer’s call. In case the buyer selects both ‘OEM’ and ‘Compatible’ against ‘Product Class of Cartridge’ or alternatively chooses ‘any value’ against ‘Product Class of Cartridge’, then such PAC may not be required in the bid.
15. The L-1 comparison buying method for Product Class – only ‘OEM’ is not permissible. In case the buyer selects both ‘OEM’ and ‘Compatible’ against ‘Product Class of Cartridge’ or alternatively chooses ‘any value’ against ‘Product Class of Cartridge’, then the L-1 comparison buying method shall be available subject to other standard prerequisites. The L-1 comparison buying method for Product Class – only ‘Compatible’ is possible subject to other standard prerequisites.
16. For procurement through bidding involving a specific brand of Compatible Cartridges, PAC

procurement may be undertaken only after following the prescribed due process. GeM, however, does not prescribe PAC procurement on its own, and the decision to follow the PAC mode of procurement is the buyer’s call.

17. Single Tender procurement without PAC is permissible only where the buying organisation permits such procurement under specific circumstances and where GeM has enabled the Single Tender functionality for that organisation. GeM, however, does not prescribe the Single Tender mode of procurement on its own, and the decision to follow the Single Tender mode of procurement is the buyer’s call.
18. By procuring items under this category, buyers confirm that they have understood the above clauses and agree to them. Any query with regard to the above clauses should be made prior to the procurement or floating of the bid. GeM shall not entertain any bid- or contract-specific query.
19. By uploading catalogues under this category, sellers confirm that they have understood the above clauses and agree to them. Any query with regard to the above clauses should be made prior to uploading a catalogue or participating in a bid. GeM shall not entertain any bid- or contract-specific query.

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. **Generic**

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

3. **Generic**

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

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

4. **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.

5. **Generic**

   Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

6. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

7. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

8. **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.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Sl.	**Clauses**:
1.	**Security Deposit / Performance Security:** 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 Account Name: Oil and Natural Gas Corporation Limited Bank Name: State Bank of India Branch: Bandra Kurla Complex Branch Code: 04380 Bank Account No: 35045313773 IFSC Code: SBIN0004380 SWIFT Code: SBININBB356 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 in the format prescribed by GeM available on GeM portal (*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

Beneficiary Account details for e-BG (only) are as under: -

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

Successful bidders will be required to provide the details of e-BG such as Number, Date, Name of issuing bank, Expiry, Claim period and amount.

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

(i) 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

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

(iii) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

c) **Irrevocable Unconditional Insurance Surety Bond in the prescribed format as attached separately with this GeM Bid Document (Performance Security)**. The Insurance Surety Bond by Indian bidder will have to be given in original / physical form (at our office) on non-judicial stamp paper / franking receipt as per stamp duty applicable at the place where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper / franking receipt should be either in the name of the insurance company (insurer) or the bidder.

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

The Insurance Surety Bond shall be submitted in original hard-copy so as to reach our office (SCM Department, ONGC Cambay Asset) before the scheduled date.

Note:

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

In case PBG is not submitted within 30 days from the date of NOA and ONGC grant time extension for submission of PBG, 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.

2. **Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:**

Based on the initiatives of government of India to help MSME vendors get immediate access to liquid fund based on Buyers (i.e. ONGC's) credit rating by discounting MSMEs trade receivables through an auction mechanism where multiple financers can participate and bid, ONGC has registered itself on TReDS platform with M/s RXIL, M/s MYND Solution (M1Xchange), M/s A TREDS Ltd. (Invoice Mart) and C2FO (C2treds). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting/ electronic factoring services on TReDS platform and following the procedures defined therein, provided ONGC is also participating in such TReDS Platform as a Buyer. Such exchanges with participation of ONGC will be notified from time to time. Currently the exchanges are M/s RXIL, M/s MYND Solution (M1Xchange), M/s A TREDS Ltd. (Invoice Mart) and C2FO (C2treds).

1. MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
2. MSE Vendor hereby agrees to indemnify, hold harmless and keep ONGC and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
3. ONGC shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

(i) Buyer means ONGC who has placed NOA/Purchase Order/ Contract on a MSE Vendor (Seller).

(ii) Seller means a MSE vendor, who has been awarded NOA/Purchase Order/Contract by the ONGC (Buyer).

3. **ONGC Payment Terms and Payment Authority** : -

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

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

a) Tax Invoice (Original) 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)

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

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

* **EMAIL channel**: Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be submitted by sending these documents to a designated email-id: ap_invoices@ongc.co.in

Ten (10) digit PO or Contract number should be clearly mentioned in the invoice. For submitting the invoices through VIMS Portal and Email channel, following must be ensured:

i. Invoices should be system generated, and no handwritten invoices shall be allowed.
ii. Invoice should be e-invoice in terms of GST Law or the digitally signed invoice only.
iii. Invoices need to be scanned at a minimum of 300 dpi, preferably in colour.
iv. Invoices should be in PDF format only.
v. For invoices, file name should be kept as "INVxxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document).
vi. A regular format must be maintained in which invoices are being submitted in ONGC.
vii. Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.
viii. In case, Email channel is being followed, separate mail should be sent for each invoice.

Note: Invoices submitted for payment should be e-invoice in terms of GST Law or the digitally signed invoice only. No physical invoice shall be accepted for payment.

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.

	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 alongwith documents submitted for payment. The invoice prices of foreign supplier shall be checked by concerned payment authority before making payment.
4.	**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.
5.	**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.

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

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

7. **PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES POSSESSING VALID UDYAM REGISTRATION CERTIFICATE AS NOTIFIED VIDE GAZETTE NOTIFICATION NO. S.O. 2119(E) DATED 26.06.2020 (AS AMENDED) ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES**

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

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

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

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

respectively. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L1 price, 4% /3% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and women entrepreneurs respectively shall be met from other MSEs.

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

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

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

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

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

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.

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

For example:

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

Notes:

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

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

8. **Ref. ONGC Tender No. C22PC26003**

9. **Name of Concerned officer:**

Name	Email ID	Tel. no.
Pranav Deogharkar	deogharkar_pranav@ongc.co.in	+917738031784

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10. **Buyer Added Bid Specific ATC**

    Buyer uploaded ATC document Click here to view the file.

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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 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---