बिड संख्या/Bid Number: GEM/2026/B/8140362
दिनांक /Dated: 16-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-11-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-11-2026 15:00:00
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	C2 C3 Dahej Plant
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :scm_dahej@ongc.co.in Buyer Email id: sevada_arjun@ongc.co.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - Hiring of KPI Based Services for Repair & Maintenance of field equipment of communication network of Dahej Plant
समान श्रेणी/Similar Category	• Hiring of MSP for Operation and Management of ICT and Network Infrastructure
अनुबंध अवधि /Contract Period	5 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	1
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	No
बिड का प्रकार/**Type of Bid**	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	7 Days
Payment Timelines	Payments shall be made to the Seller within **10** days of issue of service delivery acceptance certificate (SDAC) 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
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / **Financial Document Indicating Price Breakup Required**	Yes
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	240000

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).	62

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से

बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

WONB, Oil and Natural Gas Corporation Limited, Vadodara
(Finance And Accounts)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

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

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 % (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. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price Break-up Sheet - 1792145479.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

GEM Availability Report (GAR):1791551109.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1791551128.pdf

Instruction To Bidder:1792145537.pdf

Scope of Work:1792145553.pdf

Payment Terms:1792145558.pdf

Project Experience and Qualifying Criteria Requirement:1792145572.pdf

Any other Documents As per Specific Requirement of Buyer -1:1792145596.pdf

Custom Bid For Services - Hiring Of KPI Based Services For Repair & Maintenance Of Field Equipment Of Communication Network Of Dahej Plant (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of KPI Based Services for Repair & Maintenance of field equipment of communication network of Dahej Plant
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Sajan Chacko	392130,C2C3 Plant Dahej, ONGC, Plot No.7/D , Dahej SEZ Ph-II, Taluka Vagra, District-Bharuch.	Project / Lumpsum Based	N/A

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

1. **Generic**

   OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Buyer Added Bid Specific SLA**

   File Attachment Click here to view the file.

3. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

4. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   A. Details of Dealing Officer of instant tender are as under:

   (i) Name: Arjun Ram Sevada

   (ii) Designation: Sr. MM Officer

   (iii) Phone number: 0265 260 3758

   (iv) Email ID: Sevada_Arjun@ongc.co.in

   Bidders should not send pre bid queries/ clarifications or any other tender related queries to IEMs.

   B. Bidders to submit ONGC vendor code wherever applicable.

   C. EMD/ Bid Security:

   Subject to provisions for EMD exemption, bidders to submit bid security/ EMD via below:

   i. NEFT/ RTGS/ Electronic Transfer to designated account of ONGC as mentioned at clause E below.

(For ONGC bank details refer **clause E** below).

OR

ii. Electronic Bank Guarantee (e-BG) through NeSL platform valid for 45 days beyond the validity of bid (in prescribed “EMD format” of GeM Portal).

(For Beneficiary details for e-BG refer **clause F** below).

OR

iii. Insurance Surety Bond towards Bid Security (in prescribed format attached at Appendix – 4B of Annexure-I of tender (INSTRUCTIONS TO BIDDERS)).

Note:

a. Bidder's offer with shortfall in EMD value is liable for rejection.

b. The bidder shall be required to upload the proof of successful payment of bid security amount to the designated account of ONGC, and details of payment thereof with techno-commercial bid.

c. While submitting tender with e-BG towards bid security, the bidder must ensure that the e-BG is executed on the NeSL portal before the stipulated tender closing deadline. Any e-BG executed on the NeSL portal after the tender closing date and time shall be treated as late submission, and such bids shall be liable for rejection.

D. Security Deposit/ Performance Security/ PBG:

“03% of total contract value towards Security Deposit/Performance Security against the Contract to be submitted by successful Bidder within 30 (Thirty) days from the date of GeM contract/ LOA, whichever is earlier. In case SD/ e-PBG is not submitted within 30 days from the date of GeM Contract/ LOA (whichever is earlier), 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.

Successful Bidder to submit the Security Deposit/Performance Security via:

i. NEFT/RTGS/ Electronic Transfer to designated account of ONGC as mentioned at clause E below. (For ONGC bank details refer **clause E** below).

OR

ii. Electronic Bank Guarantee (e-BG) through NeSL platform valid for at least 60 days beyond contract completion date and with an additional claim period of mi

nimum one month from expiry/ validity of the BG (In prescribed “ePBG format” o f GeM Portal).

(For Beneficiary details for e-BG refer **clause F** below).

OR

iii. Insurance Surety Bond towards Performance Security (in prescribed format a ttached at Appendix – 1A of Annexure-II (MODEL CONTRACTAND GENERAL CON TRACT CONDITIONS)).

E. ONGC’s (Beneficiary) bank Details for NEFT/RTGS/ Electronic Transfer / In surance Surety Bond are as under (Below bank details are **NOT** to be used for issua nce of e-BG)**:**

Beneficiary Account Name	Oil and Natural Gas Corporation Limi ted
Bank Name	State Bank of India
Branch	Bandra Kurla Complex
Branch Code	04380
Bank Account No	35045313773
IFSC Code	SBIN0004380
SWIFT Code	SBININBB356

F. For issuance of e-BG (Electronic Bank Guarantee) through National E-Go vernance Services Limited (NeSL) platform, details of ONGC (Beneficiary) ar e as under:

(Below Beneficiary Account details are for issuance of e-BG through NeSL pl atform (for EMD / SD) **only)**

Beneficiary Account Name	Oil and Natural Gas Corporation Limi ted
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

(i)	PAN	AAACO1598A
(ii)	Name	Oil and Natural Gas Corporation Limi ted

(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 Mar g, 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 c ode	201309

G. Place for Submission of physical documents, if any :

SUPPLY CHAIN MANAGEMENT,

SHED NO. 18, REGIONAL STORES OFFICE, ONGC

MAKARPURA ROAD, DANTESHWAR,

VADODARA – 390009 (GUJARAT) (INDIA)

(Bidder must mention GeM bid No./ contract number on the envelope while submittin g physical documents like).

H. Bidder to note and comply following:

1. EMD exempted bidders to submit following Bid securing declaration (BSD) accepti ng that if they withdraw or modify their Bids during the period of validity or if they ar e awarded the contract and they fail to submit performance security, or to sign the co ntract, before the deadline defined in the tender documents, it shall be considered as a violation of Code on Integrity and they shall be suspended for the time period specif ied in the BSD from being eligible to submit Bids/Proposals for contracts:

Bid Securing Declaration

"*We (Name of the bidder) hereby declare and accept that if we withdraw or modify o ur Bid during the period of validity, or if we are awarded the contract and we fail to s ign the contract, or fail to submit the performance security before the deadline defin*

ed in the NIT, we will be banned for a period of two years. We understand that no fur ther correspondence in this regard shall be accepted by ONGC"

2. Bid will not be considered for evaluation where bidder /supporting company/ultima te controlling company/JV partner/Consortium Partner is undergoing an Insolvency Re solution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof) or, in case of an international bidder, is undergoing any proceedings for resol ution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction, as on actual techno-commercial bid opening date.

   In case a bidder /supporting company/ultimate controlling company/JV partner/Consor tium Partner is undergoing or gets admitted to an Insolvency Resolution Process unde r 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 resoluti on of bankruptcy /insolvency, or is declared as bankrupt/insolvent by concerned court /authority of relevant jurisdiction, prior to or during Tender evaluation stages, then su ch bids will be rejected.

   Note: Rejection of bid in case supporting company/ultimate controlling company shall be applicable wherever bidding entity seek the support (Technical or Financial) in the tender.

3. The bid along with all the required appendices/annexures and scanned copies of d ocuments should invariably be submitted through GeM Portal before the scheduled da te and time for the tender closing.

   The password protected bids (Techno-commercial / Price bids)/ documents, which req uire the password to open the file, will not be considered.

   Bids submitted in physical form against GeM Tender shall not be given any cognizanc e.

   However, if bid security against the tender is submitted in the form of Unconditional Ir revocable Insurance Surety Bond then The original copy of Unconditional Irrevocable I nsurance Surety Bond towards bid security should be submitted in physical form, in a sealed envelope super-scribed as:

   “Physical documents against GeM Bid Number……., due to open on……..date…… ……..”

4. Bidders while participating in a bid should submit price element(s) in Financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the t echnical bid, else the offer shall be rejected as nonresponsive.

5. Offers of following kinds are liable to be rejected:

a. Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids.

b. Offers of the bidders violating the provisions of Integrity pact.

c. Offers not accompanied with an undertaking to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit. (Not applicable for the bidder who are under composition levy)

d. Offers not accompanied with undertakings as per Appendix- BP1, BP2 and BP3 on acceptance of ONGC's 'Policy for Banning/provisional Suspension of Business Dealings with erring Firms'

e. Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC debarring them from carrying on business dealings with ONGC.

f. Offers not accompanied with a declaration that neither bidder nor their supporting company/ultimate controlling company/JV partner/Consortium Partner (applicable only in case bidding entity seek Technical or Financial support) is undergoing an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof)/ proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction in respective country.

6. Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

7. Bidders are required to ascertain themselves, the prevailing rates of GST on the scheduled date of submission of Techno-commercial Bids and ONGC would not undertake any responsibility whatsoever on such rate as ascertained by the bidders.

Accordingly, bidders (excluding the Service providers covered under clause-(a) below) should quote the prices, clearly indicating the rate of GST, description of service and the Service Accounting Code (i.e. HSN/SAC) as per GST Law as ascertained by the bidder.

Total price inclusive of GST as quoted by the bidders shall be considered for evaluation.

In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST.

In the contracts involving multiple services or the services involving usage of certain goods or materials (which are consumables in nature forming part of the output service), the Bidder should provide the break-up for cost of goods and cost of various services. However, the bidder shall quote GST for the output services.

GST and Customs Duties if any, on input services/ capital goods/inputs required to meet the scope of work will be borne by the bidder within their quoted prices. The bidder must avail eligible input tax credit of GST and Customs Duties paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to ONGC by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder

(a) For Services provided to ONGC in taxable Territory of India whereas per relevant provisions of tender document, the liability to pay 100% GST is on ONGC, the bidder should not include the GST in his quoted price. However, the GST as applicable will be loaded on the quoted price for the purpose of evaluation.

8. If there is any change in the rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of bidders, then the originally evaluated L-1 bidder would be considered for award of contract but subject to matching his prices with the bidder who has emerged lowest as a result of modification in GST. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to change in GST rate.

9. **PURCHASE PREFERENCE POLICY(IES): (Refer clause 29.0 of Annexure-I "Instructions to Bidders" of GeM Bid)**

A. Purchase preference to Micro and Small Enterprises (MSEs): **Applicable**

Bidder to comply terms and conditions of tender for 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.

B. 'Public Procurement (Preference to Make in India): Applicable

Bidders to comply Revised **'Public Procurement (Preference to Make in India) (PPP-MII), Order 2017" dated 19.07.2024 (as amended from time to time) issued by Department for Promotion of Industry and Internal Trade** applicable in this tender as stipulated in Instructions to Bidders (read with MoPNG O.M. No. FP20013/2/2017-FP-PNG-Part(4)(E-41432) dated 26.04.2022 & 26.03.2024, 20013/2/2017-FP-PNGPart(I) (E-36682) dated 11.07.2023 and FP-20013/24/2017-FP-PNG(E-17013) dated 21.08.2024.

Note: Minimum 50% and 20% Local Content required for qualifying as Class-I and Class-II Local Supplier respectively.

Only Class-I and Class-II Local suppliers will be eligible to bid against instant tender. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. Preference shall be given to Class 1 local supplier as defined in public procurement (Pre

ference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products.

C. Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017:

The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be governed as per provisions of DoE O.M. No. F.1/4/2021-PPD dated 18.05.2023 as brought out in Instruction to Bidders.

10. For MSE/ MII purchase preference: Instant tendered services are non splitable or non-dividable in nature therefore entire contract will be placed on single eligible bidder.

11. Bidder to submit duly filled Bid Matrix (as attached at Annexure-VIII) along with techno-commercial (un-priced) bid.

12. Bidders to note and comply all the terms and conditions of instant GeM Bid in toto.

13. Bidder to submit duly signed undertakings at Annexure-IX, on bidder’s company letter head.

14. Buyer added bid specific terms and conditions (including ATC of bid), shall supersede and prevail over contrary conditions appearing in GTC of GeM, if any.

15. 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.

I. Post Bid conference:

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

For holding Post Bid conference following process shall be followed:

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

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

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

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

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

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

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

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

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

J. Annexures of Bid Document:

Annexure No.	**Description**	**Annexure uploaded at** (reference i n GeM Bid document)
ANNEXURE-I	Instructions To Bidd ers	Instruction To Bidder
ANNEXURE-II	Model Contract and General Contract Co nditions	Buyer added bid specific SLA (at clause 2 of Buyer Added Bid Specif ic Terms and Conditions)
ANNEXURE-III	Scope Of Work	Scope of Work
ANNEXURE-IV	Technical Bid Evalu ation Criteria	Project Experience and Qualifying Crit eria Requirement
ANNEXURE-V	Special Condition Of Contract	Any other Documents As per Specific Requirement of Buyer -1
ANNEXURE-VI	Price Format	Price Format

ANNEXURE-VII	Payment Terms	Payment Terms
ANNEXURE-VIII and ANNEXURE-IX	Bid Matrix and Undertakings	Buyer uploaded ATC document (at clause 3 of Buyer Added Bid Specific Terms and Conditions)

.

5. **Generic**

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

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.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---