बिड संख्या/Bid Number: GEM/2026/B/8158248
दिनांक /Dated: 14-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-11-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-11-2026 12:00:00
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	Nh Asset Mumbai
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :kaur_inderjit@ongc.co.in Buyer Email id: buycon67.ongc.mumbai@gembuyer.in
कुल मात्रा/Total Quantity	1030
वस्तु श्रेणी /Item Category	AMMONIUM PERSULPHATE- ONGC (Q3)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 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,Past Performance,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (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?	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 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**	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**	2
विगत प्रदर्शन /**Past Performance**	10 %
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	No
बिड का प्रकार/**Type of Bid**	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	CONCERNED ONGC INDENTOR
Auto CRAC Days	60
Quality Assurance Plan document	1791956878.pdf
Payment Timelines	Payments shall be made to the Seller within **21** 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

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).	12

(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)
Account No. 30061117039, IFSC Code SBIN0004380, Bank Name STATE BANK OF INDIA, Branch address BKC, BANDRA EAST, MUMBAI 400051.
(Ongc Ltd)

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. 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.
2. **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.
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.
4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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.
5. **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.

AMMONIUM PERSULPHATE- ONGC (1030 kilogram)

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)
Description	**Item**	AMMONIUM PERSULPHATE - ONGC
Requirements	**Conforming Specification No of the product**	ONGC / WS / 09 / 2015 (As per attached sheet)
	Test Procedure for the product	ONGC/ Test Procedure Vol-III / WS / 09 (As per attached sheet)

Additional Specification Parameters - AMMONIUM PERSULPHATE- ONGC (1030 kilogram)

Specification Parameter Name	Bid Requirement (Allowed Values)
ONGC Specification- ONGC / WS / 09 / 2026	Product should be as per ONGC ONGC Specification- ONGC / WS / 09 / 2026 and ONGC test procedure ONGC/ Test Procedure Vol-III / WS / 09 (Attached in QAP)

* Bidders offering must also comply with the additional specification parameters mentioned above.

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Applicable Specification Document	View
Applicable Drawing Document	View
Verified and Signed Tp document	View

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	Ashish Kumar	410206,IN-CHARGE(MM),ONGC STORES,NHAVA SUPPLY BASE, NHAVA,RAIGAD DIST,MAHARASHTRA STATE.FAX NO. 022-2721 2355 PH. NO. 022 2721 2485	1030	45

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

1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

The following clauses will supersede any similar clauses in the bid:

A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS:

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if a ny, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the except ions/ deviations along with suggested changes are to be communicated to ONGC within the date specified in the NIT and bid document. ONGC after processing such suggestions may, through an addendum to the b id document, communicate to the bidders the changes in its bid document, if any.

However, during evaluation of bids, ONGC may ask the Bidder for Clarifications/ confirmations/deficient do cuments of its bid. The request for clarification and the response shall be in writing and no change in the p rice or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.

B. TECHNICAL REJECTION CRITERIA

B.1 Technical rejection criteria

The following vital technical conditions should be strictly complied with, failing which the bid will be rejec ted:

Bid should be complete in all aspects covering entire scope of job/ supply and should conform to the techn ical specifications indicated in the bid document, duly supported with technical catalogues/ literatures, wh erever applicable. Incomplete and non-conforming bids will be rejected outright.

B.2. Manufacturer’s experience:- In case the bidder is a manufacturer of the offered equipment / item, he should satisfy the following alongwith documentary evidence, which should be enclosed alongwith th e techno-commercial bid: (Work centers to choose and fill up the blanks as per the requirement of the indiv idual tender wherever required)

(a) Minimum 01 year of experience of manufacturing **Ammonium Per sulphate** (or similar items)

(b) Should have manufactured and supplied minimum of 10% of **Ammonium Per sulphate** (or similar items) to various companies, during the last 10 years.

For meeting the requirement above at (a) & (b), the period reckoned shall be the period prior to the origin ally scheduled date of opening of the techno-commercial bid.

Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purch ase Orders alongwith copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as - (i) Satisfactory Inspection report (OR) (ii) Satisfactory supply completion / Instal lation report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax Invoi ces issued under relevant rules of Central Excise / VAT/GST (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

Similar Items: Sodiunm thio sulphate, Borax, Boric acid

B.2.1 In case the bidder is not a manufacturer, then the bidder is required to submit documentary evide nce in respect of the above 2 (a) and 2(b) of the concerned manufacturer (having supplied such items eith er by manufacturer himself or his distributor), along with the techno-commercial bid.

B.2.2 Bidders, who have successfully executed development order for **Ammonium Per sulphate** (or simi lar items) placed by ONGC/OIL pursuant to successful field trial testing would be considered as establishe d source of supply and in that case, documents for satisfying BEC Clause B.1.2(a) and B.1.2(b) are not req uired to be submitted. However, such bidders shall submit the certificate towards satisfactory execution of development order pursuant to successful field trial testing along with the techno-commercial bid.

For Development Order issued by ONGC after 02.12.2020, such certificate should have been issued by He ad INDEG only.

Note:

Start-ups, even after successful execution of development order, shall be required to meet experience req uirement as stipulated in tender in full and no relaxation from 'Prior experience Criteria' will be provided.

B.2.3 In case Start-up bidder has successfully executed Purchase Order placed by ONGC/OIL/IOCL/HPCL/BP CL/GAIL for **Ammonium Per sulphate** (or similar items) and the material supplied has been used in fiel d satisfactorily, then such Start-up bidders will be considered meeting experience criteria as per BEC Claus e B.1.2(a) and B.1.2(b). In this regard, bidder shall submit copy of purchase order/contract alongwith supp orting document towards having used the material satisfactorily in the fields.

The above relaxation is subject to submission of documents as mentioned at Clause 10.1(w) of Annexure o f SCM/01 or 10.1 (x) of Annexure-I of SCM/02.

B.3. Bidders should have the required facilities for testing the quoted equipment/material as per Inter national standards at their premises and also agree to inspection by ONGC or any other agency nominated by ONGC. In case the bidder is not the manufacturer, a certificate from the manufacturer to the effect that the manufacturer possesses the required facilities for testing the quoted equipment/ material should be e nclosed along with the techno-commercial bid.

C. QAP

C.1 Destination Sampling and testing of chemicals procured from Indigenous sources:

i..Destination sampling and testing shall be carried for all the chemicals procured from indigenous sources

ii.. Each packing will bear mark of the manufacturer as well as name of the Chemical, Lot No. / Batch No., Date of manufacture and supply order number. The supplies will be tested and inspected on receipt before taking the material on charge by ONGC. Samples shall be drawn jointly by a team consisting of representa tives from user department, Chemistry section, and warehouse, selected by a randomizer (Representative of minimum E0 level) from ONGC. Supplier shall depute its representative at its own cost for witnessing sa mpling of chemicals at destination, for which an intimation shall be given by ONGC to the supplier. Howev er, in case supplier do not depute its representative within time specified in intimation, ONGC shall carry o ut sampling without presence of supplier's representative

iii.. Further, in case material is not found conforming to the specification, the supplier shall lift the material within two weeks from the date of intimation at supplier's cost. In case the material is not lifted by the sup plier within two weeks, ONGC may decide to return rejected material to supplier on freight to pay basis at risk and cost of the supplier. Further, Supplier will replace the material at its cost within delivery schedule, failing which provision of "Failure and Termination Clause/ Liquidated Damages Clause" of Tender docume nt will be applicable. Supplier shall provide an undertaking to this effect along with bid.

Iv In order to ensure that payment to the supplier is not delayed and the consumption of the chemicals beg ins at the earliest, the process of sampling and testing at destination shall be completed within 16 days of the arrival of chemicals at destination as per SOP. For cases where time in excess to 16 days is envisaged approval of Chief / Head Corporate Chemistry shall be obtained with proper justifications.

v. Total **Five** bulk samples will be drawn during sampling / bonding. The bulk samples taken at destination will have the seal of the party and ONGC.

OTP authenticated sampling certificate created through randomizer should have seal of the party/supplier

and ONGC along with details of representatives from user department, Chemistry section, and warehouse, selected by a randomizer (of minimum E0 level). This activity of sampling shall be videographed by the te am member decided by team and shall be uploaded on ONGC portal directly with only view option. The res ponsibility covering all important aspects of sampling shall be with the team. The sample Barcode/ QR cod e generated on ONGC randomizer to be provided by warehouse officer. The sample bottles will be arrange d by Chemistry section.

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

vi) Distribution of samples shall be made as under:

a) Two (02) to be sent to Lab for test:

b) One (01) sample will be given to supplier

c) One (01) sample will be retained with Chemistry Dept.

d) One (01) will be kept with I/c warehouse.

Sample upkeep to be done by respective custodian. User Dept. shall forward the samples directly to the la boratory and send intimation to the Purchase Dept. regarding forwarding of samples to the laboratory for t esting.

vii). While taking out Samples from the warehouse, entry in this regard shall be made in the register availa ble with Security (who will, after confirming the sealed mode of the sample put security stamp on the samp les) at the Warehouse.

viii) Sample receipt and seal breaking of chemical sample at destination lab shall be again videoed on ON GC systems through mobile app. The lab shall check the Bar code / QR code on ONGC systems and confirm s its receipts in system.

The uploaded video shall have only "view" option

ix.) Periodic rotation of personnel posted in authorized testing laboratories. Sample should be allotted rand omly to the testing personnel.

x) Atleast 3% package quantity shall be randomly checked for quantity of the supplied chemicals by the s ame sampling team who are involved in sampling of the particular lot(s), and deficiency certificate be issu ed, if any.

xi). In all cases where sample has passed the test and there is no dispute, the sample will be destroyed aft er six months from the date of receipt of corresponding bulk consignment at the Project. In case of any dis pute, these samples shall be retained till resolution of said dispute. Destruction / non-destruction of such s amples shall not override the supplier's obligations under warranty / shelf life or any other supply order co nditions.

xii) Testing process for Chemicals required to be tested in Two Labs:

The testing of samples be carried out randomly at two separate labs, either two ONGC labs (NABL accredit ed /Non- NABL) or in one ONGC (NABL accredited /Non- NABL) and one outside lab (NABL accredited /Non-NABL), in case outside lab is available for particular test type. The Selection of the lab to be decided by ON GC randomizer when more than one external and internal labs are available.

In case of major variation in results of two labs, Head Corporate Chemistry should get it examined to ascer tain the reasons for such variation and remedial measures in this regard.

If a sample passes in one lab and other sample fails in the second lab, the third sample collected while rec eiving the chemicals in warehouse be tested further in third ONGC designated lab (NABL/ Non-NABL) or ret esting in one designated lab (in case of third lab not available) for which sample be opened in presence of an ONGC senior officer (L-2 as nominated by L-1 of the work centre). The Supplier will be allowed to deput e their representative to witness the testing process.

The testing result of third lab will be treated as final result and binding on both the parties i.e. Supplier and ONGC.

xiii)Post usage, if the result of the performance chemical is found not in the range / not adequate, the user will draw another set of six samples, and same testing process shall be repeated. The team involved in wa rehouse sampling and involved in testing of the initial sample, should not be part of the sampling and testi ng process of the newly / freshly drawn sample. The sample also will not be taken to the previous lab wher e the initial sample was tested. In this process, second set of samples as described above, be authorized a t the level of Surface Manager / Head Drilling Services, as the case may be, and I/c Surface Chemistry / Loc ation Manager (DFS), not below E5 level. Based on the results, way forward action be driven jointly by L1 o f work center and Chief / Head Corporate Chemistry.

NOTE: ONGC reserves the sole discretion to modify the inspection procedures, including destination sampli ng, and testing, at any stage of the tendering process or after award of the contract, provided that the tec hnical specifications and testing procedures remain unchanged.

C.2 Rejection of sample

The materials rejected by the Inspection Officer during this inspection will be replaced/reoffered by vendor within the delivery schedule of Purchase Order failing which provision of “Failure and Termination Clause/ Liquidated Damages Clause” of Tender document will be applicable. Any rejection by Inspecting Officer sh all be considered final and binding on the vendor and such terms should be included in the contract.

In the event of bulk sample getting rejected, the supplier can opt for any of the two following options:

(Option-I): Supplier may get the same material re-tested in his presence from the same laboratory where it was tested earlier using guard sample available with lab within 14 days from intimation of indenter.

(Option-II) : Supplier may lift the failed material within 14 days from the date of intimation, at supplier’s co st. Supplier will re-process, re-offer and replace the material at its cost within delivery schedule, failing whi ch provision of “Failure and Termination Clause/ Liquidated Damages Clause” of Tender document will be applicable

If even the re-tested offered material under Option-I or re-processed and re-offered material under Option-I I fails, following action shall be taken :-

i.. If Order is for supply of complete order quantity in single lot, ONGC will Terminate/Cancel the order and Invoke Security Deposit against the order. The Process of Vendor banning as per Annexure-37 of SCM Man ual shall be followed.

ii.. If ordered quantity is to be supplied in more than one lot, supplier may be given one more chance to re place and re-offer the material at its cost within delivery schedule or as agreed by ONGC only in case past lots or any subsequent lots supplied were passed in testing/acceptable to ONGC.

iii.. In case failure and cancellation of PO for particular lot i.e. partial quantity against PO, security deposit c orresponding that lot only be forfeited, No banning shall be initiated in such case.

iv.. If order is cancelled for total quantity placed on the supplier, action as per vendor banning policy shall be initiated by the work Centre, in addition to forfeiture of Security deposit.

C.3 Random Sampling:

ONGC reserves the right to carry out random sampling at destination in the presence of supplier’s represe ntative. However, in case supplier does not depute its representative within time specified in intimation by ONGC regarding sampling, ONGC shall carry out sampling without presence of supplier’s representative. T he samples so collected shall be tested at designated ONGC Labs. Random sampling will be done on the b asis of specific approval of the concerned key executive. Rejected materials shall be replaced by the suppli er free of cost.

It will be a condition of the contract that supplies not found as per requirement at destination will be replac ed free of cost by the supplier.

C.4 During the warranty period, if the performance of the products/chemicals deteriorates, then ONGC res erves the right to carry out random sampling at destination in the presence of supplier’s representative. H owever, in case supplier does not depute its representative within time specified in intimation by ONGC re garding sampling, ONGC shall carry out sampling without presence of supplier’s representative.

Sampling & bonding clause shall be repeated for remaining quantity of the chemical. The samples so collec ted shall be tested at ONGC authorised laboratory. If the re-sampled material fails in lab testing, supplier h as to replace the failed quantity of the material with fresh material at their own cost within two weeks.

The fresh material shall be accepted only after it passes the quality control test in ONGC authorised labora tory

C.5 Sampling Guideline:

1. Items required for sampling/bonding of the chemical: Sampling scoop / sampler, thread, needle, Sealing wax, polythene lined empty bags/drums, plastic jars etc. to be provided by the ONGC.
2.. Sampling will be carried out as per procedure given below: (ONGC SCMM provisions to be followed)
a) Sampling will be done from each stack. Packing and marking to be verified by sampling team prior to sa mpling.
b) Each stack shall not exceed 50 MT.
c)Each stack will be placed properly and separately.
d) Sampling will be done to the extent of minimum 10 % of the total number of bags/ drum/carboy offered at random.
e) The stack shall be accessible from all the sides for proper sampling.
f) The stack height should not exceed 2 meters.
g) I/c warehouse and/or i/c Store shall be responsible for material unloading , proper stacking and providin g labours, fork lift, cranes , weighing machine, sampling tools etc for sampling .

D. Commercial rejection criteria
The following vital commercial conditions should be strictly complied with failing which the bid will be reje cted.

1. **Eligibility of Bidders:** Bidder should preferably be a Manu facturer. In case the bidder is not a manufacturer, its bid can also be considered provided such bid is accompanied with tender specific back-u p authority letter from the concerned manufacturer, who authorizes them to market their product provide d 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 t he bidder in the techno-commercial bid. Offers without tender specific back-up authority letter from manuf acturers will not be considered.
Notwithstanding anything contained above, Either the manufacturer or their authorised distributor/dealer e tc. can bid in a tender, but not both. Further, in cases where authorised distributor/dealer etc. participate i n a tender on behalf of one manufacturer, they are not allowed to quote on behalf of another manufacture r along with the first manufacturer for the same item.

Bid will not be considered for evaluation where bidder is undergoing an Insolvency Resolution Process und er the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof) or, in case of an international bid der, is undergoing any proceedings for resolution of bankruptcy /insolvency by concerned court/authority o f 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/in solvent by concerned court/authority of relevant jurisdiction, prior to or during Tender evaluation stages, t hen such bids will be rejected.

2. Acceptance of terms and conditions:

The bidder must submit an undertaking along with their techno-commercial bid that all instructions and co nditions as contained in the tender document

3. Bidder should confirm their acceptance that they comply with the provisions with regard to “Guidelines f or eligibility of a ‘*Bidder from a Country which shares a land border With India’* ” as detailed at Annexure-I “Instructions to Bidders”. Bidder should also submit the requisite certificate as mentioned.

4. The bid along with all appendices and copies of documents (except copies of the documents required in physical form) should invariably be submitted through **GeM** before the scheduled date and time for the te nder closing. All the documents uploaded shall be signed by the authorized signatory of the bidder.

The password protected e-bids (Techno-commercial / Price bids), which require the password to open the fi le, will not be considered.

(i) (Applicable only in case bid security is submitted in the form of SFMS BG /Unconditional Irrev ocable Insurance Surety Bond. Not applicable in case bid security is submitted via NEFT/RTGS/ Electronic fund transfer Or e-BG).

The original SFMS BG (along with SFMS delivery report /message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. ONGC's bank) or the original Unconditional Irrevocable Insurance Surety Bond towards bid security

Offers with techno commercial bid containing prices shall be rejected outright.

4.1 Bidders should not indicate/disclose prices in techno-commercial (un-priced bid). In case bidders indicate/disclose prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid, their bids shall be evaluated without giving any cognizance to such prices.

Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only.

If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price-bid, but has not indicated any price in its Price Bid, its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.

5. Offers of following kinds will also be rejected:
a) Offers made without Bid Security/Bid Bond/Bank Guarantee/Earnest Money Deposit alongwith the offer (wherever applicable)

b) Offer not submitted through **GeM.**

c) Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.

d) Offers where prices are not firm and /or with any qualifications.

(e.i) Offers which do not conform to ONGC's 'online price bid format' as given in the **GeM**

(e.ii) Offers which do not conform filling of all relevant fields in the online bidding format for the items quoted by them.

f) Offers which do not conform to the delivery/ completion period indicated in the bid document.

(g.i) 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. (Refer clause No. 10.1(q) of Annexure-I) (applicable for tenders above Rs. 1 crore)

(g.ii) Offers of the bidders violating the provisions of Integrity pact (applicable for tenders above Rs. 1 crore)

(h) Offers not accompanied with a copy of valid GST registration certificate under GST Legislations of India.

(i) 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)

(j) (i) Offers not accompanied with undertakings on acceptance of **ONGC's 'Policy for Banning/provisional Suspension of Business Dealings with erring Firms'**

(ii) 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.

(k) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by them against the tender are genuine.

(l) Offers and all attached documents not signed

(m) Password protected e-bids (Techno-commercial / Price bids), which require the password to open the file.

(n) Offers not accompanied with a declaration that bidder is not undergoing an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof)/ proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction in respective cou

ntry.

E PRICE EVALUATION CRITERIA

1. Price Evaluation Criteria

I. Bids will be evaluated item-wise, as the case may be, on **FOR Destination** basis.

II. Where services like installation / commissioning, training, AMC etc. are required, the cost of the same needs to be indicated separately. GST on the cost of goods and on the cost of services as quoted by the bidder, shall be considered for evaluation.

III. Optional items, if any, shall not be considered for evaluation.

IV. If there is any change under GST Law in the quoted 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 such change in rate of GST under GST Law. In case originally evaluated L-1 Bidder fails to match the price (of the bidder who emerges L-1 due to change in rate of GST) then the award of contract will go to the bidder who subsequently emerges L-1 due to such change in rate of GST.

F. GENERAL

1. **Discount:** Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices. Discount of any type indicated separately will not be taken into account for evaluation purpose. However in the event such offer without considering discount is found to be lowest, Corporation shall avail of such discount at the time of award of contract.

2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC and that the contractor may suffer summary termination of contract / disqualification in case of violation.

3. On site inspection will be carried out by ONGC’s officers / representative /Third Parties at the discretion of the ONGC.

4. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.

G. COMMERCIAL:

1. **Forms of EMD (Wherever applicable)**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary

Name ONGC LTD, Account No. 30061117039, IFSC Code SBIN0004380, Bank Name STATE BANK OF INDIA, Branch address BKC, BANDRA EAST, MUMBAI 400051.

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

2**. Forms of Performance Security (3% of order/contract value)**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). Online payment shall be in Beneficiary name ONGC LTD, Account No. 30061117039, IFSC Code SBIN0004380, Bank Name STATE BANK OF INDIA, Branch address BKC, BANDRA EAST, MUMBAI 400051.

Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

Note: Successful bidder need to submit Performance Security within 30 days from the date of NOA/award of contract. Successful bidder must confirm within 03 days of issue of the NOA/award of contract that PBG shall be submitted within 30 days from the date of NOA/award of contract and non-submission of PBG within stipulated period may lead to annulment of the contract and action against contractor as per tender/NOA conditions including forfeiture of EMD

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

The successful bidder’s Earnest Money Deposit (EMD) may be retained and adjusted against the Security Deposit upon their request in cases wherever EMD amount has been credited to ONGC's account .

3. CONCESSIONAL RATE OF GST ON SUPPLY OF GOODS:

In terms of Notification No.3/2017-GST Legislations dated 28.06.2017 and amended vide notification No. 08/2022 dated 13.07.2022 and11/2025-IGST(R) dated 17.09.2025, (as amended from time to time), domestic supply of the items specified in List attached in the Notification No. 3/2017 dated 28.06.2017 would attract concessional rate of GST @18%, subject to conditions specified therein. If the standard/merit-rate of GST on the specified goods itself is 18% or lower, then such lower rate of GST would apply directly i.e. without invoking Notification No. 3/2017-IGST(R)

However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

Successful bidder must provide Proforma Invoice and details of concerned GST Commissionerate to ONGC at least 03 weeks prior to scheduled dispatch for arranging Essentiality Certificate (EC) from Directorate General of Hydrocarbons (DGH) in order to avail concessional rate of GST. Material should be dispatched only after receipt of EC issued by DGH (if applicable).

4. Submission of invoices through VIMS portal:

Invoices along with supporting documents can be submitted/ uploaded through VIMS Portal (https://vims.ongc.co.in/flipper/#/login/), which is 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 supplier/contractor is not able to submit/upload the Invoice through VIMS portal as mentioned above, Invoice along with supporting documents can also be submitted/uploaded in the following way:

a. 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

b. 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 sign ed invoice only. No physical invoice shall be accepted for payment.

5. Contact Details of Tender Dealing Officer:

Name: Ranjeet Kumar

Designation: Sr Executive (Chemistry)

Phone No: 022-26563389, 9528224128

Email ID: kumar_ranjeet1@ongc.co.in

6. **DELIVERY INSTRUCTIONS:**

a) Consignee Address:

For Nhava :

IN-CHARGE(MM),ONGC STORES,NHAVA SUPPLY BASE, NHAVA,RAIGAD DIST,MAHARASHTRA STATE. FAX NO. 022-2721 2355 PH. NO. 022 2721 2485

Contact person for Nhava Supply Base:

I/c store:

Name: Shri, Tarashankar Mitra

Email: mitra_ts@ongc.co.in

Contact No. 7710091550

For Liquid Chemicals:

Name: Shri, Ankush raut

Email: raut_ankush@ongc.co.in

Contact No. 7710085723

For Solid chemicals:

Name: Shri, SENGABHAI MATHURBHAI RATHVA

Email: rathva_sengabhai@ongc.co.in

Contact No. 9428828220

For Pipavav:
Pipavav supply base, ONGC APM Terminals Pipavav, Pipavav Supply Base, ONGC, Ganapati Wareh ouse, Gujarat Pipavav Port Limited, PO-Rampara 2, Taluka-Rajula, District-Amreli, Gujarat – 365560

Contact person for Pipavav Supply Base:

Name: Shri, RANJITKUMAR KANJIBHAI OMKAR

Email: omkar_ranjitk@ongc.co.in

Contact No. 94285 18618

b) Supplier to send advance notice of the tentative delivery date of material via email to Nhava/Pip avav store and indentor.

c) Supplier to ensure that the delivery challan/lorry receipt/packing list/invoice is available for sta mping by ONGC security/MSF upon vehicle entry at the Shore Base. After unloading, the concerned ONGC officer shall provide Acknowledgement of receipt of material on delivery challan/ lorry receipt/ packing list/ invoice submitted by the supplier along with the material.

d) Wherever items are to be supplied on a weight basis, the Supplier shall measure the gross and t are weight of the consignment at a government-approved weighbridge before delivering items.

e) Supplier to submit all documents related to the material/ consignment to the ONGC officer at Nh ava Supply Base, ONGC.

7.0 Dispute Resolution Mechanism (Applicable for Domestic Procurement)

7.1 Notice of Dispute and Amicable Settlement

7.1.1 In the event of any difference/dispute between the parties to the contract arising out of or in connection with the contract, the concerned party shall send a Notice of Dispute specifying all poin ts of disputes / issues, the amounts of any quantified claims, and, to the extent possible, an estim ate of the monetary value of any other claims, along with the supporting document(s) to the other party under the contract.

7.1.2 After receipt of a Notice of Dispute under Clause 7.1.1 above, the parties shall in good faith, make all reasonable efforts to arrive at a mutually acceptable resolution to the disputes raised in t he Notice of Dispute in a formal meeting(s) between authorized representatives of the parties.

7.1.3 Parties agree that any effort by either party for arriving at the mutually acceptable resolutio n of the disputes is to be kept confidential by both Parties. Parties also agree to not rely upon any views expressed, admissions or suggestions made, or willingness to enter into a settlement by eit her party as evidence in any forum / arbitration / court proceeding.

7.1.4 Parties agree that neither party shall be entitled to any claim or compensation for any conse quential, indirect or special losses/damages, including loss of profit, loss of production, loss of use, loss of goodwill, loss of reputation, remote damages, loss of business opportunities, loss of employ ment opportunities, loss of interest including any pre-reference or pendent elite interest, idling cos ts of men and machinery, prolongation costs etc., on account of any dispute/ claim raised under t he contract. Parties agree that claim for any such amount shall not be considered and shall be voi d.

7.1.5 In case the parties fail to amicably resolve the disputes between them within 60 days of rece ipt of Notice of Dispute sent under Clause 7.1.1 above, the following provisions mentioned below, as applicable, shall follow.

8. 'Policy for Banning/ provisional Suspension of Business dealings with erring Firms': ONGC's 'Poli cy for Banning/ provisional Suspension of Business dealings with erring Firms' as available at ONG C portals https://tenders.ongc.co.in and https://ongcindia.com, is applicable for Banning /provision al suspension of firms. The action as per aforesaid policy shall be taken against the firm/bidder/su pplier/contractor in case of breach/default/transgression as stipulated in the policy.

H. Packing and Marking for Ammonium per sulphate

1. Packing:

New HDPE bag with moisture proof inner insert of polythene (minimum 300 gauge), strong enoug h to withstand rigours of transit and storage: The inner insert polythene should be air tight (heat s ealed). The 25 kg bags shall be further packed in Jumbo bags (to make it to 1 MT) which should be sea worthy and strong enough to withstand rigours of transit and storage.

Capacity : 25 Kg per bag

2. Markings on the bags and Jumbo bags:

Each bags shall have clearly legible and indelible markings (only stencilled /Printed marking is acc eptable) which should not be easily removed as given below:

1. Name of Chemical : **Ammonium per sulphate**

2. Name and address of Manufacturer & supplier.

3. GeM Contract / P.O. No. & date against which supplies are made.

4. Month-year and Place of manufacture.

5. Lot No as per PO (if applicable)

6. Net weight & Gross Weight

7. Warning, Each bag shall be marked with “HANDLE WITH CARE” in bold letters

along with Hazard warning, if any

8. Address of the consignee

9. Asset name (“NH&BS ASSET” for NH&BS Asset supply)

10. Bag number

11. For Re-offered material (if applicable) “Re-offered” to be marked on the bags.

(Note: Paper/PVC/plastic sticker is not acceptable. Bag number may be hand written, rest marking s should be stencilled/printed)

I. **Technical Specification - ONGC / WS / 09 / 2026 & ONGC test process no ONGC/ Test Pr ocedure Vol-III / WS / 09 (Attached in QAP)**

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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---