बिड संख्या/Bid Number: GEM/2026/B/8240558
दिनांक /Dated: 05-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-11-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-11-2026 16:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (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	799014
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :pangtey_bs@ongc.co.in Buyer Email id: sidar_akanksha@ongc.co.in
कुल मात्रा/Total Quantity	8
वस्तु श्रेणी /Item Category	Pneumatic Tyres for Commercial Vehicles - Diagonal and Radial Ply Marked to IS 15636 (Q2)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),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 लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Pneumatic Tyres for Commercial Vehicles - Diagonal and Radial Ply Marked to IS 15636
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	CONCERNED ONGC QUALITY ASSURANCE DEPARTMENT
Quality Assurance Plan document	1793872761.pdf
Payment Timelines	Payments shall be made to the Seller within **10** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Item 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).	14

(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 :

F&A
799014, NA, Oil and Natural Gas Corporation Limited, Ministry of Petroleum and Natural Gas
(Oil And Natural Gas Corporation Limited)

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमएसई खरीद वरीयता/MSE Purchase Preference

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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated

on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
3. **Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

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

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

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

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

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

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

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

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

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

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / **Evaluation Method** (Item Wise Evaluation Method)

Contract will be awarded schedule wise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / **Evaluation Schedules**	वस्तु/श्रेणी / **Item/Category**	मात्रा / **Quantity**
Schedule 1	Pneumatic Tyres For Commercial Vehicles - Diagonal And Radial Ply Marked To Is 15636	4
Schedule 2	Pneumatic Tyres For Commercial Vehicles - Diagonal And Radial Ply Marked To Is 15636	4

Pneumatic Tyres For Commercial Vehicles - Diagonal And Radial Ply Marked To IS 15636 (4 pieces)

Bis Required	Yes

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	**विशिष्टि का नाम /Specification Name**	**बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)**
Generic	**Category of use**	Normal-use Tyres
	Tyre Type	Tubeless Tyre, Tyre with Tube, Tube-Type Tyre (without Tube)
	Structure	Radial
	Nominal Rim Diameter Code 'd' and Value of 'd' (In mm) as per Table 1 (Clause 3.17) of IS 15636	20 (508 mm)
	Suitable For	Truck, Bus and Trailer Tyres in Highway Service
	Tyre-size designation	10.00R20
Certification, Testing and Warranty	**Conformity of the specification**	As per IS 15636

Additional Specification Parameters - Pneumatic Tyres For Commercial Vehicles - Diagonal And Radial Ply Marked To IS 15636 (4 pieces)

Specification Parameter Name	**Bid Requirement (Allowed Values)**
Ply Rating	16PR
Speed Category Symbol and Maximum Speed (km/h)	Above (80 km/h)
Tyre Type	Tube type tyre (without tube)
Warranty (In Years) , Agreed to furnish all the test reports and certificates to buyer/consignee on demand	1 year or above, Yes

Specification Parameter Name	Bid Requirement (Allowed Values)
Front Tyre or Rear Tyre, Tyre Tread Type	Front Tyre, RIB/All Wheel Pattern

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

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	Partha Sarathi Saha	799014,Central Stores Complex, MM Section, Badarghat, ONGC	4	60

Pneumatic Tyres For Commercial Vehicles - Diagonal And Radial Ply Marked To IS 15636 (4 pieces)

Bis Required	Yes

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic	**Category of use**	Normal-use Tyres
	Tyre Type	Tube-Type Tyre (without Tube)
	Structure	Diagonal (bias-ply)
	Nominal Rim Diameter Code 'd' and Value of 'd' (In mm) as per Table 1 (Clause 3.17) of IS 15636	20 (508 mm)
	Suitable For	Truck, Bus and Trailer Tyres in Highway Service
	Tyre-size designation	9.00-20
Certification, Testing and Warranty	**Conformity of the specification**	As per IS 15636

Additional Specification Parameters - Pneumatic Tyres For Commercial Vehicles - Diagonal And Radial Ply Marked To IS 15636 (4 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Ply Rating, Construction	16 PR, Radial

Specification Parameter Name	Bid Requirement (Allowed Values)
Speed Category Symbol and Maximum Speed (km/h)	Above (80 km/h)
Tyre Type	Tube type tyre (without tube)
Warranty (In Years, Agreed to furnish all the test reports and certificates to buyer/consignee on demand	1 year or above, Yes
Front Tyre or Rear Tyre, Tyre Tread Type	Front Tyre, RIB/All Wheel Pattern

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

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	Partha Sarathi Saha	799014,Central Stores Complex, MM Section, Badarghat, ONGC	4	60

Special terms and conditions-Version:1 effective from 09-06-2025 for category Pneumatic Tyres for Commercial Vehicles - Diagonal and Radial Ply Marked to IS 15636

1. Note to Buyers:

   The Central Ministries/ Departments and other government buyers, as applicable, shall note that this category is covered under Scheme - I (ISI Mark Scheme) of BIS (Bureau of Indian Standards).

   Compulsory use of Standard Mark - Goods or articles shall conform to the corresponding Indian Standard and shall bear the Standard Mark under a license from the Bureau as per Scheme-1 of Schedule-II of the Bureau of Indian Standards (Conformity Assessment) Regulations, 2018:

   Buyer shall verify and confirm compliance with the applicable BIS order during the procurement and fulfillment process.

   Note to Sellers:

   Sellers shall offer and supply products conforming to the corresponding Indian Standard and bear the Standard Mark under a license from the Bureau as per Scheme-1.

   Non-compliance shall result in action as per GeM IM policy.

   Buyers and sellers may refer to the relevant S.O at https://www.bis.gov.in/product-certification/products-under-compulsory-certification/scheme-i-mark-scheme/

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

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to

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

2. **Generic**

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

3. **Generic**

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

4. **Generic**

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

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

5. **Generic**

   The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.
   Applicable Concessional rate of GST :

   18
   %
   Notification No.and date :
   No. 11/2025-IGST(R)
   dated
   17/09/2025

6. **Generic**

   Without prejudice to Buyer’s right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
   i) The Seller fails to comply with any material term of the Contract.
   ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
   iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
   iv) The Seller becomes bankrupt or goes into liquidation.
   v) The Seller makes a general assignment for the benefit of creditors.
   vi) A receiver is appointed for any substantial property owned by the Seller.
   vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

7. **Generic**

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

   30
   days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

8. **Scope of Supply**

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

9. **Purchase Preference (Centre)**

   Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

10. **Inspection**

    Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
    Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

    ONGC QAD

    Post Receipt Inspection at consignee site before acceptance of stores:
    NA

11. **Certificates**

    Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

12. **Certificates**

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

13. **Forms of EMD and PBG**

    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). On-line payment shall be in Beneficiary name

    Oil and Natural Gas Corporation Limited
    Account No.
    3504531373
    IFSC Code
    SBIN0004380
    Bank Name

State Bank of India
Branch address
Bandra Kurla Complex
. 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.

14. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Bid Security: As per GeM Terms and conditions, there shall be no Bid Security for Bids / RA having estimated value less than ₹5 lakh. For bids / RA having estimated value more than ₹5 Lakh, while finalizing e-Bid / RA, Buyer shall indicate the exact amount of Bid Security required to be submitted by bidders. GeM doesnot not mandatorily specifies EMD for cases more than 5 lakhs and moreover, as per 9.2.6 of SCM manual, Bid security, or EMD, is mandatory for tenders above ₹10 lakh to discourage non-serious participation in tenders and has specifically written that the EMD for cases less than 10 lakh is not required.

2. SECURITY DEPOSIT/PERFORMANCE SECURITY: To ensure due performance of the contract, performance security (or Performance Bank Guarantee (PBG) or Security Deposit (SD)) is to be obtained from the successful bidder awarded the contract. **For supply of goods, 3% of order/contract value would be Performance Security Amount.**

2.1 Mode of submission of Performance Security:

SECURITY DEPOSIT/PERFORMANCE SECURITY can be obtained from bidders in any one of the following modes:

a) **NEFT/RTGS/Electronic fund transfer to designated account of ONGC**. Following are the bank details for NEFT/RTGS/ Electronic fund transfer:

NEFT/RTGS Bank details	
Beneficiary name	Oil and Natural Gas Corporation Limited
Bank Name	State Bank of India
Account number	3504531373
IFSC Code	SBIN0004380
Branch address	Bandra Kurla Complex

Bidder to indicate Contract number and name of Seller entity in the tra

nsaction details field at the time of on-line transfer. Bidder has to uploa d proof of the Online Payment Transfer in place of PBG within 30 days o f award of contract on GeM.

b) **Electronic Bank Guarantee (e-BG) (as per prescribed profor ma) from banks acceptable to ONGC**.

In case the EMD / SD is submitted via Electronic Bank Guarantee (e-BG) through National E-Governance Services Limited (NeSL) platform, bid ders will be required to provide the details of e-BG such as Number, Da te, Name of issuing bank, Expiry, Claim period and amount in email in case of Security Deposit. The e-BG in pdf format should also be submitt ed by bidder through email. For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, detai ls of ONGC (Beneficiary) are as under:

e-BG Beneficiary Details	
PAN	AAACO1598A
Name	Oil and Natural Gas Corporation Limited
Date of Incorporation	23.06.1993
Email ID	ebg@ongc.co.in
Contact No.	7428133002
Legal Constitution	Entity
Registered office addr ess	Plot No. 5A-5B, Nelson Mandela Marg, V asant Kunj, New Delhi-70
Registered office addr ess Pin code	110070
Communication addre ss	ONGC, Shared Service Center, 1st Floor, IBM office, Sector 62, Noida-201309, Ut tar Pradesh
Communication Addre ss Pin code	201309
Beneficiary Account Name	Oil and Natural Gas Corporation Limited

Bank Name	State Bank of India
Branch	CAG Delhi
Branch Code	17313
Bank Account No	42559953079
IFSC Code	SBIN0017313
SWIFT Code	SBININBB824
Account Type	CC

Bidder has to upload scanned copy e-BG in place of PBG within 30 days of award of contract on GeM.

c) **SFMS Bank Guarantee(SFMS BG) (as per prescribed proforma) from banks acceptable to ONGC**- deleted

d) The default/Preferable mode of submission of Bid Security/Security Deposit will be NEFT/RTGS/Electronic fund transfer or e-BG.

e) **Unconditional Irrevocable Insurance Surety Bond (as per prescribed proforma) from an Insurer registered with Insurance Regulatory and Development Authority of India (IRDAI}**

Insurance Surety Bonds (ISBs) are issued by Insurance Companies registered under Insurance Act 1938 to transact the business of General Insurance and the concerned regulator is IRDAI. The Insurance Surety Bond by Indian bidder will have to be given on non-judicial stamp paper / franking receipt as per stamp duty applicable at the place where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper franking receipt should be either in the name of the insurance company (insurer) or the bidder (contractor).

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

Bidders will be required to communicate the details of unconditional Insurance Surety Bond such as Number, Date, Name of insurance comp

any (Insurer), Expiry date, Claim period and amount. The Insurance Surety Bond in pdf format should also be submitted via E-mail. The original Insurance Surety Bond form towards Security deposit in the prescribed format provided in the tender should reach to the designated ONGC office within 30 days of award of contract on GeM/PO/NOA.

Security Deposit submitted through any other mode e.g. Bank Draft/ Cashier's cheque/ Banker's Cheque/ non-SFMS based physical BG are NOT considered as acceptable mode for Security Deposit (SD).

Note :

(i) The bidders will give e-BG or SFMS BG from any of the following categories of Banks:

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

OR

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

OR

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

(ii) ONGC shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Security / Performance Bond

2.2 **Validity of the bid security**: Performance Security should be **valid for 90 days beyond the date of completion** of all contractual obligations including warrantee obligations, will be obtained from the successful Bidder, for ensuring due performance of the contract. If the Seller duly performs and completes the contract in all respects, the Buyer shall refund the Performance Security, as the case may be, to the Seller within 30 days of completion of all contractual obligations by the Seller.

2.3 **Timeline for submission of performance security**: Successful bidder is required to submit Performance Security within 30 days from the date of issue of NOA/GeM contract. Wherever Supplier/Contractor requires an extension for submission of the Security Deposit (SD)/Performance Bank Guarantee (PBG), a request with proper justification shall be submitted to the concerned Tender Processing Office

(TPO) at least 10 days prior to the due date.

Further, if an extension is granted based on the request of the Supplier/Contractor, the same shall be subject to recovery of applicable interest. In such cases, a sum equivalent to 1.5% (one and a half percent) of the Performance Security amount per month, or part thereof, for the delayed period shall be recovered from the first bill/invoice submitted by the Supplier/Contractor. Any balance amount remaining unrecovered shall be adjusted from subsequent invoices. 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.

2.4 In the event of non-performance of the contract, if the losses suffered by ONGC are more than the value of the Performance Security/Performance bond (including Insurance surety Bond), ONGC in addition to forfeiting the performance security/ performance bond (including Insurance surety Bond), reserves the right to claim the balance amount of damages/losses suffered by ONGC. The performance security/performance bond shall remain at the entire disposal of ONGC as a security for the satisfactory completion of the supply in accordance with the conditions of the contract

3. **Payment terms & Invoice Presentation**

3.1 In all cases, except the cases involving payment through ‘Letter of Credit’ or payment in foreign currency, ONGC shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). The bank/branch in which the bidder is having account and intends to have the payment should be either an NEFT-enabled bank or SBI branch with core banking facility.

3.2 100% payment shall be released subject to prior satisfactory inspection and after the receipt of complete Material at ONGC Warehouse (ONGC Badhargh at Complex- Agartala, Tripura) provided that the goods have been insured by Supplier for losses, damages, breakages and shortages during transit at Supplier's cost and insurance cover in the name of ONGC.

3.3 The following documents/details are to be submitted by the contractor in VIMS portal (online):

(i) Invoice (i.e. Tax invoice as per relevant GST rules, clearly indicating GST Registration Number, Service Classification, GST Rate and amount of GST shown separately).

(ii) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any) permissible under the contract

Payment shall be made within 10 days of presentation of the invoices complete in all respects. There will, however, be no interest payable if the payment is delayed beyond 10 days.

Suppliers in their own interest are advised to timely provide all requisite documents to e nable ONGC for timely payment

3.4 All the invoices of ONGC shall now be processed by Shared Service Centre (SSC) through VIMS Portal. (https://vims.ongc.co.in/). Invoices along with supportin g documents can be submitted/uploaded **through VIMS Portal (https://vims.on gc.co.in/),** which is the preferred mode of submission of Invoice. Invoice (PDF digitall y 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, Invoic e along with supporting documents can also be submitted/uploaded in the following wa y:-

1. **EMAIL channel**: Invoice (PDF digitally signed with class II/ III signature) and suppor ting documents can be submitted by sending these documents to a designated email-id : ap_invoices[at]ongc[dot]co[dot]in.

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

i) Invoices should be system generated and no hand written invoi ces 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, preferab ly in color.

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 d ifferentiation from supporting document).

vi) A regular format must be maintained in which invoices are bein g submitted in ONGC.

vii) Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.

viii) In case, Email channel is being followed, separate mail should be sent for each invoice.

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

4. PAYMENT OF GST ON SUPPLY OF GOODS AND/OR SERVICES

In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government or Public Bo dy which becomes effective after the date of tender closing, but within the contractual deliver y/completion period, any variation in the value of supply order / contract due to any increase / decrease in the rate of taxes/duties on supply of goods and/or services will be to the account of ONGC. Any claim or reduction on account of any increase / decrease in the rate of taxes/duties on supply of goods and/or services shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

Any increase in the rate of taxes & duties on supply of goods and / or services to ONGC or introd uction of any new taxes/duties/levy by the Govt. of India or State Government(s) or Public Body, during extended period of the contract / supply order will be to SUPPLIER's / Contractor's accou

nt where such an extension in delivery of the material / completion of the project is due to the d elay attributable to the SUPPLIER/ Contractor. However, any decrease the rate of taxes and duti es on supply of goods and/or services to ONGC during extended period of the contract/ supply o rder will be to the account of ONGC

The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

(i) Name, Address and the GSTIN (under the relevant Tax Rules) of the SUPPLIER

(ii) Name and Address and GSTIN of the Purchaser (Address of ONGC)

(iii) Description, Classification and Value of goods /services, the tax rates and the amount o f applicable tax (i.e. CGST, IGST, SGST/UTGST and cess).

(iv) HSN or SAC of goods or services, respectively

(v) Contractor should mention the Place of Supply in its invoice as per GST legislations

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

Any claim or reduction on account of change in the rate of taxes and duties on the supply of goo ds and/or services to ONGC shall be accompanied with undertaking that the provisions of anti-pr ofiteering clause under GST Act have been complied with

5. **Liquidated Damages:** As per the GeM portal, the Buyer will be entitl ed to deduct/recover the Liquidated Damages for the delay, unless cov ered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed perio d, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispu te of any sort whatsoever. However, in case of inordinate delay maxim um deduction shall be 10% of the total contract value. However, as per SCM manual, sum equivalent to to ½% (Half percent) of the contract/su pply order price of the whole unit per week for such delay or part there of up to a ceiling of 10% and therefore the LD clause for SCM manual h as been adopted.

   Hence following LD clause has been adopted:

   LD will be imposed on the total value of the order unless 75% of the val ue ordered is supplied within the stipulated delivery period. Where 75 % of the value ordered has been supplied within stipulated delivery per iod, LD will be imposed on the order value of delayed supply(ies). Incas e of delay,

   the purchaser may, without prejudice to any other right or remedy, ava ilable to him to recover damages for breach of the contract:

   (a) Recover from the Contractor/Supplier as agreed liquidated damage s and not by way of penalty, a sum equivalent to to ½% (Half percent) of the contract/supply order price of the whole unit per week for such d elay or part thereof (this is an agreed, genuine pre-estimate of damage s duly agreed by the parties) which the contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery ther eof is accepted after expiry of the aforesaid period. It may be noted th

at such recovery of liquidated damages may be up to a ceiling of 10% of the contract/PO price of the whole unit of stores which the contractor /supplier has failed to deliver within the period fixed for delivery; or

(b) Cancel the contract/PO or a portion thereof by serving prior notice t o the contractor/ supplier.

(c) It may further be noted that clause (a) above provides for recovery of liquidated damages on the cost of contract/supply order price of del ayed supplies(whole unit) at the rate of ½%(Half per cent) of the contr act/PO price of the whole unit per week for such delay or part thereof u p to a ceiling of 10% of the contract/PO price of delayed supplies (whol e unit). Liquidated damages for delay in supplies thus accrued will be r ecovered by the paying authorities of the purchaser specified in the PO , from the bill for payment of the cost of the materials submitted by the contractor/supplier or his foreign principals in accordance with the ter ms of PO/contract or otherwise.

(d) Notwithstanding anything stated above, equipment and materials w ill be deemed to have been delivered only when all its components and parts are also delivered. If certain components are not delivered in tim e the equipment and material will be considered as delayed until such time all the missing parts are also delivered.

6. **Inspection**: On behalf of the Buyer organization, any one of the followi ng Inspection Agency would be conducting inspection of stores before acceptance:
   Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispat ch inspection clause has been selected in ATC): **ONGC QAD**
   Post Receipt Inspection at consignee site before acceptance of stores: Not Applicable**.** Cases where inspection is done by Inspection authority , inspection report (QCC) shall be issued by Inspection Authority only af ter receipt of acceptable Warranty/Guarantee Certificate along with an y other document required as per purchase order provisions/QAP/Scop e of Inspection from the supplier/contractor. Inspection report (or, Intim ation in respect of rejection of material) should be sent to supplier by t he inspecting authority within 4 working days after completion of inspe ction / receipt of relevant test reports (if any), under intimation to conc erned sections (including purchaser, Indenter, consignee and payment authority).

7. **Concessional GST**: The Govt., vide GST Notification No. 11/2025-IGST (R) dated 17.09.2025 has amended the said Notification No. 3/2017-IG ST(R) to increase the rate of GST from 12% to 18%. However, there is no change in the condition of the said Notification for availing the conc essional benefit in respect of the specified goods being procured dome stically in connection with petroleum operations.

   Thus, in terms of the amended GST Rate Notification No. 3/2017-IGST(R), though the requirement of an EC from DGH continues, the following points are pertinent to be noted in terms of the earlier clarification fro

m CBIC vide Circular No. 189/01/2023-GST dated 13.01.2023:

(i) GST Rate is Lower than 18%: If the merit-rate of GST on the specified goods itself is lower than 18% (say 5%), then such lower rate of GST would apply directly i.e. without invoking Notification No. 3/2017-IGST(R);

(ii) GST Rate is 18%: If the merit rate of GST on the specified goods itself is 18%, then such rate of 18% GST would apply directly i.e. without invoking Notification No. 3/2017-IGST(R);

(iii) GST Rate is higher than 18%: If, in certain exceptional cases, the merit rate of GST on specified goods is higher than 18%, then the benefit of Notification No. 3/2017-IGST(R) may be availed upon submission of EC issued by DGH.

Bidders are required to indicate the applicable GST rate in the techno-commercial bid, based on the classification of goods or services as referenced in the preceding point. The quoted GST rate must correspond accurately to the category under which the offered goods or services fall.

If the applicable or merit GST rate is below 18%, the bidder must quote that lower applicable rate in the bid.

If the applicable GST rate is 18% or higher, the bidder must quote at rate of 18%.

This approach ensures consistency and compliance with the applicable tax provisions.

8. **Evaluation of the bid:** Item wise evaluation.
9. Disclosure of prices in the techno-commercial bid: 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 technical bid, else the offer shall be rejected as nonresponsive, except in case of Single Packet Bidding.
10. **Techno-commercial Bid Matrix**

Sl.no	**Description**	**Bidder's response**

1	Whether the bidder undertakes that the Bidder is not under liquidation, court receivership or similar proceedings, bankrupt?	Yes No
2	Whether the bidder has submitted undertaking for MSE ? (if applicable)	Yes No
3	Whether the bidder accept provisions of Price Instructions on GeM portal	Yes No
4	Whether the bidder confirms to the delivery period indicated in the bid?	Yes No
5	Whether the bidder has submitted a copy of valid registration certificate under GST Legislation of India?	Yes No
6	Bidder to confirm whether they have considered applicable GST in their quoted FOR Destination Prices as per Notification No No. 11/2025-IGST(R) Dated 17.09.2025 issued by Govt of India.	Yes No
7	Whether the bidder has submitted 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)	Yes No
8	Bidder has to mention if under composition levy as per GST regulations/ Act?	Yes No
9	Whether the bidder has submitted an undertaking as per Appendix- BP1, BP2, BP3 and Appendix-1 & 2.	Yes No
10	Whether the bidder has noted and accepted price evaluation criteria mentioned in the tender?	Yes No
11	Whether the bidder confirms that all tender conditions are acceptable to them and no deviation has been sought in the bid?	Confirmed Not Confirmed

11. Terms of Delivery: Bidder should note that unloading of the consignment at destination will be carried out by ONGC. Accordingly, Clause of the GeM General Terms and Conditions (GTC) will be modified to read as under

“All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including loading. In respect of items requiring installation, commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), the cost of the same shall also be i

ncluded in the offer price. Un loading of the consignment will be done at des tination by ONGC.”

Note: Bidder should note that the above amendment in GTC shall form the I ntegral Part of the GeM bidding document and shall supersede the correspo nding clauses/ paras wherever exists/applicable in the GeM bidding docume nt".

12. Bidder must submit duly signed copy of technical specifications of the bid along with their offer as token of acceptance for supply of material as per technical specifications of the bid

OR

Bidder must submit an undertaking that they will supply material as per tech nical specifications of the bid

13. Purchase Preference to MSE bidder: Items are split-table for PPP-MSE purpose. Bidders are requested to apply for MSE Purchase Preference b enefits at appropriate field in GeM during bid submission. In case the s upplier does not apply for MSE Purchase Preference the GeM system wi ll not consider the bidder eligible for MSE Purchase Preference benefits. In case participating MSEs quote price within price band of L1+15%, su ch MSE shall be considered for award of a portion of contract by bringi ng down their price to L1 price in a situation where L1 price is from so meone other than a MSE and such MSE shall be allowed to execute upt o 25% of total tendered value. In the opinion of ONGC, if tendered good s/services cannot be divided in the ratio of 75% / 25%, then ONGC rese rve the right to award on lowest eligible MSEs for **quantity not less th an 25% quantity, as may be dividable.**

14. Purchase Preference to MII: Since the case value is less than Rs 1 Cror e, Purchase Preference to MII will not be applicable in the instant case as per clause no. 3(a) of PMC Circular No. 13/2022 dated 11/05/2022 re ad with MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26/04/2022

15. Acceptance of Terms & Conditions: The bidder must confirm unconditi onal acceptance of all tender conditions including Technical specificatio n, Terms & Condition, Buyer Added ATC, Corrigendum if any, and Gene ral Terms & Conditions on GeM as well as the instructions contained in the GeM Portal.

16. Delivery period: Material is to be delivered on FOR destination basis a s per GeM Contract/NOA/PO terms within **60 days** from date of issue of GeM Contract/ Purchase Order, whichever is earlier.

17. WARRANTIES AND GUARANTEES: **Warranty period of 12 months is applicable.** SUPPLIER shall fully warrant that all the material supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, Materials and Workmanship). In case of supply of finished product/ item/ equipment/ material, the finished product/ item/ equipment/ material shall in no case be of a date of manufacture older than one year from the date of its shipment/dispatch. Should any defects be noticed in design, material and/or workmanship within 12 months after the goods, or any portion thereof, as the case may be, have been delivered to the final destination indicated in the contract, ONGC shall inform SUPPLIER and SUPPLIER shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/ replacement/ modification of the defective equipment at site without any cost to ONGC within a reasonable period. However, supplier shall not be liable for the labour or any other costs involved in removal or reinstallation of the goods. If the SUPPLIER fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period ONGC shall be free to take such corrective action as may be deemed necessary at SUPPLIER's risk and cost after giving notice to the SUPPLIER. Equipment or spare parts thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.

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15. **Buyer Added Bid Specific ATC**

    Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.

6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

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

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

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

---धन्यवाद/Thank You---