

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-03-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-03-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Oil And Natural Gas Corporation Limited
कार्यालय का नाम/Office Name	390011
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	STATIC GEL STRENGTH ANALYSER
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	STATIC GEL STRENGTH ANALYSER
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Static meter • Peel Strength Tester • Tensile Strength Tester
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	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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
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
वार्षिक रखरखाव शुल्क आवश्यक / Annual Maintenance Charges Required	Yes
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	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	174186

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).	20

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

CM(F&A)

Pragati Bhawan, Oil and Natural Gas Corporation Limited, Makarpura Road, Vadodara - 390009
(Ongc)

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

एमआईआई खरीद वरीयता/MII Purchase Preference

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

सक्षम प्राधिकारी का नाम/Name of Competent Authority	MOPNG
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	NA
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	NA
सीए अनुमोदन संख्या/CA Approval Number	NA
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	19-07-2024
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Purchase Preference to MII is not applicable for instant procurement as: 1) The subject item does not come under the list of items in respect of which the nodal ministry/department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition. 2) Also the case value is less than Rs. 1 crore and type of tender is national competitive bidding.

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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.

STATIC GEL STRENGTH ANALYSER (1 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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Annual Maintenance	
Warranty of required product	1 Year
Annual Maintenance Charges Duration (Post Warranty)	5 Year
Annual Maintenance Charges Frequency	Bi-annually

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

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

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sajan	390009,ONGC, WON BASIN, Makarpura Road	1	150

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Centralized Invoice Processing View	Centralized Invoice Processing	STATIC GEL STRENGTH ANALYSER(1)
2	Instructions and proforma for insurance security bond View	Instructions and proforma for insurance security bond	STATIC GEL STRENGTH ANALYSER(1)
3	Instructions for furnishing eBG View	Instructions for furnishing eBG	STATIC GEL STRENGTH ANALYSER(1)
4	Other terms compliance matrix View	Other terms compliance matrix	STATIC GEL STRENGTH ANALYSER(1)
5	Scope of Work for AMC View	Scope of Work for AMC	STATIC GEL STRENGTH ANALYSER(1)
6	Technical BEC View	Technical BEC	STATIC GEL STRENGTH ANALYSER(1)
7	Undertaking on banning suspension View	Undertaking on banning suspension	STATIC GEL STRENGTH ANALYSER(1)
8	GCC for AMC View	GCC for AMC	STATIC GEL STRENGTH ANALYSER(1)
9	Technical BEC Matrix View	Technical BEC Matrix	STATIC GEL STRENGTH ANALYSER(1)

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

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. 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):

NA

Post Receipt Inspection at consignee site before acceptance of stores:
Jointly by QAD and Indentor

3. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

4. Warranty

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

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

I. Dealing officer details are as under:

Name: Mehul R Kapadia

Designation: EE (SCM)

Email id: kapadia_mehul@ongc.co.in

Phone no.: 9428007263

II. Submission of invoices: Please note VIMS (Vendor Invoice management system)/Flipper has been rolled out in ONGC for processing of Invoices. VIMS is having following two input channels for submission of the invoices:

i) VIMS/Flipper Internet Portal: <https://vims.ongc.co.in/>

ii) E-MAIL channel: Through designated email ID (ap_invoices@ongc.co.in)

Supplier shall submit complete set of documents as per PO conditions through any of the above channels.

Note:

- a. Invoices submitted through VIMS internet portal and e-mail channel shall be digitally signed.
- b. Please go through the help documents/presentations/videos available at <https://vims.ongc.co.in/> for complete details.
- c. Even after submission of complete invoice along with all relevant documents as per PO conditions & VIMS guidelines, if Vendors do not receive due payment within due date and they also do not receive any intimation regarding discrepancy in invoice, vendor may raise the issue in the dedicated Email ID ; vendor_wonbasin@ongc.co.in with copy to (1) CCF@ongc.co.in and (2) chief_mm@ongc.co.in giving complete details of IMS / VIM DP no., PO number and details of concerned identified user from ONGC.
- d. Supplier in their own interest are advised to timely provide all requisite documents to enable ONGC for timely payment.
- e. 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.
- f. Physical invoices (wherever allowed) would be accepted through courier / post at the following address only:

Oil and Natural Gas Corporation Limited (ONGC),
A-26, Mezzanine Floor,
IBM Tower, Rani Ramgarh Road,
Block-A, Industrial Area,
Sector 62, NOIDA,
Uttar Pradesh – 201309

III. Bidder to provide ONGC vendor code if available.

IV. Validity of EMD shall be 45 days beyond the bid validity i.e; 135 days in line with clause (n) in point (xiii) of para 4.0 of GeM- GTC.

V. EMD / Bid Security and SD/performance bank guarantee can only be submitted in either of below three forms:

A) Electronic BG (e-BG) as per format available on GeM portal on following bank details:

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

Note 1: Against submission of EMD: Bidder has to upload the soft copy of Electronic BG (e-BG) along with bid.

Note 2: Against submission of security deposit: Bidder has to upload the soft copy of Electronic BG (e-BG) in place of PBG within 30 days of award of contract.

Note 3: PBG/Insurance security bond: The expiry date for PBG/Insurance security bond shall be 20 months from the date of GeM contract for SITC and 63 months from the date of AMC contract which commences upon exhaustion of warranty period of 01 year. **Additional time period of one month for claim should also be provided.**

Note 4: SFMS based BG will also be accepted by ONGC. **However, whenever a bidder/supplier submits SFMS based BG, the bidder/supplier will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date.** Such letter should accompany the SFMS based BG.

In SFMS based BG following procedure to be followed:

a. Bidder shall get SFMS Bank Guarantee issued from SFMS enabled Bank as allowed by ONGC in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to ONGC's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit Bid Security along with SFMS delivery report/message copy which has been transmitted to ONGC's bank by BG issuing bank through SFMS system.

b. The SFMS bank guarantee will have to be given on non-judicial stamp paper / with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt e-stamping should be either in the name of the issuing bank or the bidder.

c. The original BG in physical form towards Bid Security/Security Deposit (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) should reach to the designated ONGC office as per timeline specified in GeM GTC for EMD and in 15 days from the date of GeM contract for SD.

d. SFMS based BG will not be acceptable unless details of the same is transmitted to the ONGC's Bank

through SFMS platform. It's bidder's responsibility to ensure that BG issuing bank sends the BG advice correctly in the form of message format 760COV via SFMS (Structured Financial Messaging System) as provided by RBI while capturing all

requisite fields including following

Details for encashment of Bank Guarantee as well as for messaging BG advice in the form of message format 760COV via SFMS:

- 1) Beneficiary Account Name: Oil and Natural Gas Corporation Limited
- 2) Bank Name: State Bank of India
- 3) Bank Account No.: 10148485211
- 4) IFSC Code: SBIN0002676

e. In case of any error by the applicant (bidder/contractor) or BG issuing bank while capturing the requisite field details/format or non-receipt of confirmation of BG through SFMS 760COV message format, the bid shall be liable for rejection and bidder/contractor shall be responsible for the same.

f. For any amendment of SFMS BG, message 767COV through SFMS should be used.

Address for submission of SFMS based physical BG shall be as under:

Office of Head Procurement Officer, Shed 18, Regionals Stores, ONGC, Makarpura Road, Vadodara, Gujarat -390009

Instructions for eBG submission are attached in the bid.

B) Online transfer on following bank details:

Beneficiary Account Name: Oil and Natural Gas Corporation Limited

Account No.: 10148485211

IFSC Code: SBIN0002676

Bank Name: State Bank of India

Branch address: Shopping Complex, ONGC Colony, Makarpura Road, Vadodara- 390009(Gujarat).

Note 1: Against submission of EMD: 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.

Note 2: Against submission of security deposit: 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

o upload scanned copy / proof of the Online Payment Transfer in place of PBG within 30 days of award of contract.

C) Unconditional Irrevocable Insurance Surety Bond:

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.

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

Format and instructions are attached in the bid.

Note 1: Against submission of EMD: Bidders will be required to provide the details of unconditional Insurance Surety Bond such as Number, Date, Name of Insurance company (Insurer), Expiry date, Claim period and amount in their bid. The Insurance Surety Bond in PDF format should also be submitted by bidder in its e-bid in the e-bidding portal. Original Physical copy should be submitted at Office of Head (MM), WON Basin, Shed 18, Regional stores, ONGC, Makarpura road, Vadodara-390009 as per GeM GTC.

Note 2: Against submission of security deposit: Successful Bidder to indicate Number, Date, Name of Insurance company (Insurer), Expiry date, Claim period and amount in their SD. The Insurance Surety Bond in PDF format should also be submitted by bidder in the portal. Original Physical copy should be submitted at Office of Head Procurement Officer, WON Basin, Shed 18, Regional stores, ONGC, Makarpura road, Vadodara-390009 within 30 days of award of contract. Bidder has to upload scanned copy in place of PBG.

Note 3: PBG/Insurance security bond: The expiry date for PBG/Insurance security bond shall be 20 months from the date of GeM contract for SITC and 63 months from the date of AMC contract which commences upon exhaustion of warranty period of 01 year. **Additional time period of one month for claim should also be provided.**

VI. LD/NPD clause:

For SITC:

LD shall be applicable as per GeM GTC:

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as per re-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).

For AMC:

Shall be as per Scope of Work for AMC attached in bid document.

- VII. **Timeline for submission of PBG / Security Deposit:** The time for submission of PBG / Security Deposit is 30 days from date of GeM contract without any penalty. In case PBG / Security Deposit is not submitted within 30 days from the date of GeM Contract, a sum equivalent to 1.5% (one and half percent) of the amount of PBG / Security Deposit per month for such delay or part thereof shall be recovered from the first Bill/invoice (& any remaining amount from subsequent invoice) submitted by the supplier/contractor.

VIII. Completion Schedule:

For SITC:

Entire work including delivery and successful installation & commissioning shall be completed in 150 days from the date of GeM contract.

For AMC:

Shall be as per Scope of Work for AMC attached in bid document.

IX. Payment terms:

For SITC:

100% payment shall be released after successful installation & commissioning and uploading of invoice on VIMS/Flipper portal.

For AMC:

Shall be as per Scope of Work for AMC attached in bid document.

- X. If single Indian bidder situation arises in tender and the offered goods is of foreign origin, then ONGC may ask the bidder to provide the details of price being charged by foreign manufacturer either on Ex-works or FOB or CFR basis, as the case may be.

After placement of order, bidder/supplier shall be required to submit copy of Invoice (Customs Invoice) of the foreign manufacturer raised on the Indian supplier on Ex-works / FOB / CFR basis, as the case may be, at the time of shipment or alongwith documents submitted for payment.

The invoice prices of foreign supplier shall be checked by concerned payment authority before making payment.

XI. Security deposit:

For SITC:

Value: 3% of contract value

Validity: 20 months

Claim period: 1 month additional

For AMC:

Value: 3% of contract value

Validity: 63 months

Claim period: 1 month additional

XII. Undertaking/Declaration for AMC:

Bidder / OEM has to give an Undertaking/Declaration with its bid:

After expiry of warranty period of 1 year, it will provide AMC Services for next 5 years post warranty period . ONGC will enter into an AMC agreement with the Successful Bidder / OEM after expiry of the Warranty period as per the Scope of Work of AMC.

SD/PBG applicable for AMC is to be submitted before 1 months of start of the AMC services. The original SD/PBG submitted after award of contract shall be released only after new SD/PBG for the AMC period is submitted and accepted by ONGC after due verification.

Original SD/PBG of successful bidder shall be forfeited if it fails to submit the SD/PBG or does not provide services for the AMC contract after expiry of warranty period.

XIII. Manufacturer Authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate for offered product with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid. The submitted certificate shall be valid for entire execution period of contract.

XIV. Additional terms and conditions:

1. Bidder should quote total cost for the procurement of the equipment (including Installation & Commissioning Charges) in the GeM portal.

2. Bidder should also quote year-wise Annual Maintenance Contract (AMC) rates for a period of five years in the GeM portal, commencing after the completion of the one-year warranty period with 'SCOPE OF WORK FOR AMC'. These rates will also be taken for evaluation purposes.

3. Actual delivery (and Installation & Commissioning) is to be done at Cement Lab, RGL, ONGC, Vado dara.

4. Supplier shall provide all the necessary spare parts required for the equipment during the one-year warranty period at no additional cost.

XV. Bidder to submit GSTIN certificate along with their Bid.

XVI. Post bid conference:

Bidders to mention their email IDs in their offer so that they can be informed about post-bid conference. Bidders shall be informed that in order to address bidders' doubts, if any, only on the clarifications / confirmations /deficient documents being sought, a post bid conference shall be held by ONGC with bidders who seek to have the meeting, on one to one basis via online mode. Interested bidders may attend the same. No issues other than the listed queries pertaining to clarifications / confirmations / deficient documents sought by ONGC shall be discussed in post bid conference. Bidders who attend the post bid conference shall provide the following undertaking immediately on conclusion of the post-bid conference:

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

XVII. EMD exempted bidders to submit a Bid securing declaration (BSD) accepting that if they withdraw or modify their Bids during the period of validity or if they are awarded the contract and they fail to submit performance security, or to sign the contract, before the deadline defined in the tender documents, it shall be considered as a violation of Code on Integrity and they shall be suspended for the time period specified in the BSD from being eligible to submit Bids/Proposals for contracts.

Bid Securing Declaration:

"We (Name of the bidder) hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the NIT, we will be banned for a period of two years. We understand that no further correspondence in this regard shall be accepted by ONGC."

XVIII. W.r.t. clause V.(A), in case bidder is submitting Physical SFMS based BG against EMD, then the same should be received at the Office of Head Procurement Officer, Shed 18, Regional Stores, ONGC, Makarpura Road, Vadodara, Gujarat -390009 in 05 working days from the date of TBO i.e; on or before 09.03.2026.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. 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.

Additional Clause For Annual Maintenance Charges

1. AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.
2. GST shall be included in the AMC Charges quoted.
3. The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.

3.1 Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected.

3.1.1 AMC charges for first year after warranty period – Percentage to be indicated- A1.

3.1.2 AMC charges for second year after warranty period – Percentage to be indicated A2.

3.1.3 AMC charges for third year after warranty period – Percentage to be indicated A3.

3.1.4 AMC charges for fourth year after warranty period – Percentage amount to be indicated A4.

3.1.5 AMC charges for 5th year after warranty period – Percentage to be indicated A5.

3.2 The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.

3.3 AMC charges to be indicated for each subsequent year should be same or higher than preceding year.

3.4 The AMC charges shall be offered within range of 3 to 25% of cost of equipment.

4. Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

5. Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 3% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.

6. In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.

7. The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

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.

[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---