

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	01-05-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-05-2026 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	Cwsvadodara
कुल मात्रा/Total Quantity	11900
वस्तु श्रेणी /Item Category	Alloy Steel Weld Wire for Submerged Arc Welding as per AWS/ SFA - A 5.23 (EF2) of size 3.2 mm , Steel Weld Wire for Submerged Arc Welding as per AWS/ SFA - A 5.23 (EF2) of size 2.4 mm , Alloy Steel Welding Flux for Submerged Arc Welding as per AWS/ SFA - A 5.23(F9 P0- EF2) , SS weld wire/ coil spool for Submerged Arc Welding as per AWS/ SFA: A. 5.9/ ER316L of size 2.4 mm , SS Flux for submerged arc welding as per ISO 14174 (S A AF 2 56 54 DC)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	SS Flux for submerged arc welding as per ISO 14174 (S A AF 2 56 54 DC)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Flux for submerged arc welding of structural steel ( BEML) - as per C4202 BEML Welding Electrode
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>WELDING FLUX</li> </ul>
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),OEM Authorization Certificate *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
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Alloy Steel Weld Wire for Submerged Arc Welding as per AWS/ SFA - A 5.23 (EF2) of size 3.2 mm
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)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
मूल्यांकन पद्धति/Evaluation Method	Group wise evaluation
मध्यस्थता खंड/Arbitration Clause	Yes ( <a href="#">Arbitration clause document</a> ) 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 ( <a href="#">Mediation clause document</a> ) 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
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Schedule-1 ईएमडी राशि/EMD Amount (In INR)	160000
Schedule-2 ईएमडी राशि/EMD Amount (In INR)	9000

#### 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).	9

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

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

#### लाभार्थी /Beneficiary :

Finance And Accounts  
WON Basin, Oil and Natural Gas Corporation Limited, Makarpura Road, Vadodara - 390009  
(Chief Manager)

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	NA
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	09-04-2026

सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority

Approval of competent authority accorded on 09.04.2026.

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	25

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 25% (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.

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.

#### **Evaluation Method ( Group Wise Evaluation Method )**

Contract will be awarded schedulewise 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:

<b>Evaluation Schedules</b>	<b>Item/Category</b>	<b>Consignee/Reporting Officer</b>	<b>Consignee Address</b>	<b>Quantity</b>
Schedule-1	Alloy Steel Weld Wire For Submerged Arc Welding As Per Aws/ Sfa - A 5.23 (ef2) Of Size 3.2 Mm	Mayavanshi Sureshbhai	Makarpura Road 390009	5475
	Steel Weld Wire For Submerged Arc Welding As Per Aws/ Sfa - A 5.23 (ef2) Of Size 2.4 Mm	Mayavanshi Sureshbhai	Makarpura Road 390009	425
	Alloy Steel Welding Flux For Submerged Arc Welding As Per Aws/ Sfa - A 5.23(f9 P0- Ef2)	Mayavanshi Sureshbhai	Makarpura Road 390009	4800
Schedule-2	Ss Weld Wire/ Coil Spool For Submerged Arc Welding As Per Aws/ Sfa: A. 5.9/ Er316l Of Size 2.4 Mm	Mayavanshi Sureshbhai	Makarpura Road 390009	475
	Ss Flux For Submerged Arc Welding As Per Iso 14174 (s A Af 2 56 54 Dc)	Mayavanshi Sureshbhai	Makarpura Road 390009	725

## Alloy Steel Weld Wire For Submerged Arc Welding As Per AWS/ SFA - A 5.23 (EF2) Of Size 3.2 Mm ( 5475 kilogram )

### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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### प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mayavanshi Sureshbhai	390009,Makarpura Road	5475	180

## Steel Weld Wire For Submerged Arc Welding As Per AWS/ SFA - A 5.23 (EF2) Of Size 2.4 Mm ( 425 kilogram )

### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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### प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mayavanshi Sureshbhai	390009,Makarpura Road	425	180

## Alloy Steel Welding Flux For Submerged Arc Welding As Per AWS/ SFA - A 5.23(F9 P0-EF2) ( 4800 kilogram )

### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mayavanshi Sureshbhai	390009,Makarpura Road	4800	180

**SS Weld Wire/ Coil Spool For Submerged Arc Welding As Per AWS/ SFA: A. 5.9/ ER316L  
Of Size 2.4 Mm ( 475 kilogram )**

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mayavanshi Sureshbhai	390009,Makarpura Road	475	180

**SS Flux For Submerged Arc Welding As Per ISO 14174 (S A AF 2 56 54 DC) ( 725  
kilogram )**

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mayavanshi Sureshbhai	390009,Makarpura Road	725	180

**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	Documents <a href="#">View</a>	Documents	Alloy Steel Weld Wire For Submerged Arc Welding As Per AWS/ SFA - A 5.23 (EF2) Of Size 3.2 Mm(5475),Steel Weld Wire For Submerged Arc Welding As Per AWS/ SFA - A 5.23 (EF2) Of Size 2.4 Mm(425),Alloy Steel Welding Flux For Submerged Arc Welding As Per AWS/ SFA - A 5.23(F9 P0- EF2)(4800),SS Weld Wire/ Coil Spool For Submerged Arc Welding As Per AWS/ SFA: A. 5.9/ ER316L Of Size 2.4 Mm(475),SS Flux For Submerged Arc Welding As Per ISO 14174 (S A AF 2 56 54 DC)(725)

**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. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 3. Scope of Supply

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

### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**1.** Bidder should preferably be a Manufacturer. In case the bidder is not a manufacturer, its bid can also be considered provided such bid is accompanied with tender specific back-up authority letter from the concer

ned manufacturer who authorizes them to market their product provided further, in case of award, such a n authority letter should remain valid during the entire execution period of the order. Required warranty c over of the manufacturer (as per the warranty clause of the bid document) for the product will be provided by such a bidder and an undertaking to this effect shall be provided by the bidder in the techno-commercial bid. Offers without tender specific back-up authority letter from manufacturers will not be considered.

**2. Timeline for submission of Security Deposit:** Security Deposit must be furnished within 30 days from the date of GeM contract. In case 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 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 contractor.

**3. EMD/Bid Security and SD/Performance Security can only be submitted in either of below four forms:**

- (I) Online transfer
- (II) Electronic BG (E-BG) as per details available on GeM portal
- (III) SFMS based BG
- (IV) Unconditional and Irrevocable Insurance Surety Bond

**Furthermore any other mode of the instruments shall not be allowed.**

**Validity of EMD/Bid Security shall be 45 days beyond the bid validity of 90 Days i.e. 135 days in line with T&C of GeM GTC.**

**4. Bidders can submit the EMD/Bid Security with Payment online through NEFT/RTGS/Internet banking in**

Beneficiary name: Oil and Natural Gas Corporation Limited

Account No: 10148485211

IFSC Code: SBIN0002676

Bank Name: State Bank of India

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

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.

**5. Successful Bidder can submit the SD/Performance Security with Payment online through NEFT/RTGS/Internet banking in**

Beneficiary name: Oil and Natural Gas Corporation Limited

Account No: 10148485211

IFSC Code: SBIN0002676

Bank Name: State Bank of India

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

Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Successful Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 30 days from date of GeM contract.

**6. Bidder can submit the EMD/Bid Security and SD/Performance Security in the form of Electronic BG (E-BG).**

The Bank Details for furnishing E-BG is as under:

Beneficiary Account Name: Oil and Natural Gas Corporation Limited

Bank Name: State bank of India

Branch: CAG Delhi

Branch Code: 17313

Bank Account No: 42559953079

IFSC Code: SBIN0017313

SWIFT Code: SBININBB824

Account Type: CC

Instructions for furnishing E-BG is attached at "Buyer added Bid Specific Additional Scope of Work" of bid document.

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

**Note-2:** Against submission of SD/Performance Security: Successful bidder has to upload the soft copy of Electronic BG (e-BG) in place of PBG within 30 days from date of GeM contract.

**7. Bidder can submit the EMD/Bid Security and SD/Performance Security in the form of SFMS based BG.**

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 letters should accompany the SFMS based BG.

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 30 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.

i) Beneficiary Account Name: Oil and Natural Gas Corporation Limited

ii) Bank Name: State Bank of India

iii) Bank Account No.: 10148485211

iv) 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 760 COV message format, the bidder 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 MM, Shed 18, Regionals Stores, ONGC, Makarpura Road, Vadodara, Gujarat -390009.

**Note-1:** Against submission of EMD/Bid Security: Original Physical copy should be submitted at Office of Supply Chain Management Section, WON Basin, Shed No. 18, Regional stores, ONGC, Makarpura Road, Vadodara-390009, Gujarat, India within 5 working days of bid opening as per GeM GTC.

**Note-2:** Against submission of Security Deposit/Performance Security: Original Physical copy should be submitted at Office of Supply Chain Management Section, WON Basin, Shed No. 18, Regional stores, ONGC, Makarpura Road, Vadodara-390009, Gujarat, India within 30 days from date of GeM contract.

**8. Bidder can submit the EMD/Bid Security and SD/Performance Security in the form of Unconditional and 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).

Formats and instructions are attached at "Buyer Added Bid Specific Additional Scope of Work".

**Note-1:** Against submission of EMD/Bid Security: 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 GeM portal. Original Physical copy should be submitted at Office of Supply Chain Management Section, WON Basin, Shed No. 18, Regional stores, ONGC, Makarpura Road, Vadodara-390009, Gujarat, India within 5 working days of bid opening as per GeM GTC.

**Note-2:** Against submission of Security Deposit/Performance Security: 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 shall be uploaded by the successful bidder in the GeM portal. Original Physical copy should be submitted at Office of Supply Chain Management Section, WON Basin, Shed No. 18, Regional stores, ONGC, Makarpura Road, Vadodara-390009, Gujarat, India within 30 days from date of GeM contract.

**9.** In case of security deposit, the expiry date for E-BG/SFMS BG/Insurance security bond shall be 9 months from the date of GeM contract. Additional time period of one month for claim should also be provided.

**10. Contact Details of Dealing Officer:**

Name: Aditya Kumar Patel

Designation: EE (SCM)

Phone no: 0265 - 260 3265

Email: patel\_aditya1@ongc.co.in

**11. Submission of invoices:** Please note VIMS (Vendor Invoice management system) 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 t

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

**12.** Bidder has to submit undertakings regarding banning/suspension attached at "Buyer Added Bid Specific Additional Scope of Work" duly filled signed and stamped on Bidder's/Firm's Letterhead along with technical bid.

### **13. Liquidated Damage (LD):**

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).

### **14. Submission of Customs Invoice in case of single bid situation:**

If single Indian bidder situation arises in the instant 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 on Ex-works/ FOB / 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 along with documents submitted for payment. The Invoice prices of foreign manufacturer shall be checked by concerned payment authority before making payment.

**15.** Bidder to submit GSTIN certificate along with their Bid.

**16.** 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".*

### **17. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES:**

(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 25% (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.

A sub-targets of 4% within 25% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs and 3% from within 25% has been earmarked for supply from the MSEs owned by Women entrepreneurs. While allotting, first preference should be given to MSEs owned by SC/ST and Women for 4% and 3% respectively. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% /3% sub-target for procurement earmarked for MSEs owned by SC or ST entrepreneurs and women entrepreneurs respectively shall be met from other MSEs.

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

Say 8 MSEs fall within price band of L1 + 15% with only 1 SC/ST MSE and 1 Women MSE and all agreeing to match L1 rates, SC/ST MSE to be awarded 4 % of quantity and Women owned MSE to be awarded 3% of quantity. Balance 18% quantity to be split equally among other 06 MSEs. In tenders where only one woman SC/ST entrepreneur qualifies for purchase preference, she may be allocated quantity for both SC/ST as well as Women i.e. minimum 7 %. Allocation of 4% quantity for SC/ST MSEs & 3% for Women owned MSEs are the minimum allocation. In case such bidders get higher allocation in normal course as being a MSE bidder, the higher allocation shall be provided to such bidders.

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

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

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

1st Preference :MSE -SC/ST & Women

2nd Preference: MSE-SC/ST

3rd Preference: MSE-Women

4th Preference : Other MSEs

Note: In case of more than one eligible bidder in any of the categories mentioned above, lowest among those bidders will be eligible for purchase preference.

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

For example:

In case tendered quantity is between 1 to 3 (not divisible in the ratio of 75:25), MSE shall get order for 1 only and the rest will go to L-1 (non-MSE bidder). Same analogy shall be applied for quantities which are not dividable in the exact ratio of 75:25.

Notes:

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

nimum specified percentage for supply by them.

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

1st Preference :MSE -SC/ST & Women

2nd Preference: MSE-SC/ST

3rd Preference: MSE-Women

4th Preference : Other MSEs

Note: In case of more than one eligible bidder in any of the categories mentioned above, lowest among those bidders will be eligible for purchase preference.

### **18. Special Conditions of Contract:**

1. Bids shall be evaluated group-wise. Bidder can quote for any or all groups.
2. Bidder shall quote for all items in a group. Partial offers will be rejected.
3. In a group, Bidder shall offer all items of same make.
4. Manufacturer's batch test certificate of each lot/ batch for supplied item shall be submitted along with the material.
5. Bidder shall submit Technical catalogue / Literature from the Manufacturer for the products offered, along with the Bid.
6. Bidder can be either Manufacturer or his authorized distributor / authorized dealer. If the Bidder is not Manufacturer, valid Authorization letter from the Manufacturer shall be submitted along with the Bid, failing which the offer will be rejected.
7. Warranty: Manufacturer/ supplier shall submit a Warranty certificate for each lot confirming that the material supplied are as per the Technical specifications and if any defect is noticed, then the same shall be replaced free of cost to ONGC within a month.
8. Packing & Marking details:
  - a) Weight of each roll (AS Weld wire – EF2/ SS Weld wire) and weight of each bag of flux (AS Welding flux / SS Welding flux) shall be of around 25 kg or Manufacturer's standard weight up to 25 kg.
  - b) Each spool weld wire and each bag of flux must be sealed, packed with waterproof material which prevents moisture ingress during storage.
  - c) Each weld wire should be properly rolled, packed on a wire basket whose ID should be 310 mm for ease of fitment of wire rollAlso, wire basket provided with spool should prevent tangling and ensure smooth wire unwind during welding.
- d) Each box/ bag of wire/ flux should be marked properly with the following details on the packet
  - Manufacturer's Name
  - Size of weld wire (wherever applicable)
  - Weight in kg
  - Details of specification
  - Batch/ Lot/ Heat no. with Date of manufacture
9. All SS SAW Welding material should follow relevant AWS and ISO standards. Material shall be accepted only after qualification of Weld Test.
10. Inspection & Testing Details:

(I) Pre-dispatch joint inspection shall be carried out by QAD and Indentor at the Manufacturer/ Source/ Firm's premises, where all the tests will be witnessed.

(II) Welding shall be carried out on test coupon during joint inspection (QAD + Indentor) at the Manufacturer's / supplier's premises.

(III) After Welding, Test coupons shall be tested in NABL approved laboratory (either at Vadodara or at supplier's Location). Same shall be witnessed by Indentor/representative from CWS, Vadodara.

(IV) If the welded coupon fails in tests, re-testing shall be carried out as per the criteria already mentioned in the Technical specifications.

11. Delivery terms: FOR destination to Central Workshop, Vadodara at the following address:

I/c-Receipt, CWS, Vadodara, ONGC, Central Workshop, Makarpura Road,

Vadodara, Gujarat - 390009.

12. Delivery Schedule: Material shall be supplied within 180 Days (in a maximum of two lots) from the date of award of GeM Contract (including Welding of Test Coupons and Testing at Laboratory). Part Delivery and part payment is allowed in maximum of 2 lots.

13. Any transportation pertaining to the jobs of bidders/firm's representative shall be in the scope of bidder Firm's representative may visit Central Workshop, Vadodara to understand the complete scope of work ( Visiting time: 14.00 to 16.00 Hrs. on working days with prior permission).

14. Payment Terms: Payment shall be done after creation of CRAC in GeM portal and receipt of invoice in VIMS along with all necessary documents such as test certificate etc, subject to satisfactory supply of material.

15. Bidder shall accept the Technical specifications of the Bid and shall submit copy of Technical specifications of the Bid signed with seal.

16. Bidder should confirm that offered material shall in no case be of date of manufacture older than one year from the date of its shipment/dispatch.

## **19. TECHNICAL BEC**

### **B.1 Technical Rejection Criteria:**

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

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

2. Manufacturer's experience:- In case the bidder is a manufacturer of the offered equipment / item, he should satisfy the following along with documentary evidence, which should be enclosed along with the techno-commercial bid:

2(a) Minimum 3 years of experience of manufacturing of \* similar items

\*Similar items

1. Alloy steel welding spool arc wire (EF2/EF3) & its corresponding flux for Group-I

2. SS weld Wire/Coil ER316/317/309 & its corresponding Flux for Group-II

2(b) Should have manufactured and supplied minimum Qty. of \* similar items to various companies during the last 5 years.

\*Similar items

1. Minimum 550 kg of Alloy steel welding spool arc wire (EF2/EF3) & 475 kg of its corresponding flux for Group-I

2. Minimum 50 kg of SS weld Wire/Coil ER316/317/309 & 75 kg of its corresponding Flux for Group-II

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

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

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

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

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

\*Similar items

1. Alloy steel welding spool arc wire (EF2/EF3) & its corresponding flux for Group-I
2. SS weld Wire/Coil ER316/317/309 & its corresponding Flux for Group-II

2.3 In case Start-up bidder has successfully executed Purchase Order placed by ONGC/OIL/IOCL/HPCL/BPCL/GAIL for \*Similar items and the material supplied has been used in field satisfactorily, then such Start-up bidders will be considered meeting experience criteria as per BEC Clause B.1.2(a) and B.1.2(b). In this regard, bidder shall submit copy of purchase order/contract alongwith supporting document towards having used the material satisfactorily in the fields.

The above relaxation is subject to submission of documents as mentioned under:

(I) Registration Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT), earlier known as Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce, certified by Start-up Director/Partner.

(II) A declaration from the Directors/Partner of the start-up stating that bid is submitted by Start-up as Manufacturer of the quoted item (in case of procurement of Goods)/ Provider of quoted services (in case of procurement of services) and not as a trader/dealer/distributor.

\*Similar items

1. Alloy steel welding spool arc wire (EF2/EF3) & its corresponding flux for Group-1
2. SS weld Wire/Coil ER316/317/309 & its corresponding Flux for Group-2
3. Testing Facility and Inspection:

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

## 5. **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.

## 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 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---**