

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-07-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-07-2026 19:30:00
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	Local Mm Delhi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :ss_ramnaik@ongc.co.in Buyer Email id: sharma_devesh@ongc.co.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - Hiring of Government Approved valuer for 3 years for lease accommodation of ONGC employees
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> Asset Valuation Services
अनुबंध अवधि /Contract Period	3 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
Payment Timelines	Payments shall be made to the Seller within 10 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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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).	38

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

लाभार्थी /Beneficiary :

GM -HPO

Local MM Delhi, NA, Oil and Natural Gas Corporation Limited, Ministry of Petroleum and Natural Gas
(P.v. Vaghela)

UIN Number NCTGC2415P

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

- 1. Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.**
- 3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.**

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

PRICE BID FORMAT - [1782823289.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:[1782823301.pdf](#)

Instruction To Bidder:[1782823308.pdf](#)

Scope of Work:[1782823311.pdf](#)

Payment Terms:[1782823318.pdf](#)

Penalties:[1782823323.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1782823331.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1782823335.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1782823348.pdf](#)

GEM Availability Report (GAR):[1782823363.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1782823374.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1782823381.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1782823401.pdf](#)

Custom Bid For Services - Hiring Of Government Approved Valuer For 3 Years For Lease Accommodation Of ONGC Employees (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of Government Approved valuer for 3 years for lease accommodation of ONGC employees
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	SUNIL JOSHI	110070,ONGC Deendayal Urja Bhawan, 5, Nelson Mandela Marg, Vasant Kunj, New Delhi	Project / Lumpsum Based	N/A

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

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Certificates

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

3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Oil and Natural Gas Corporation Limited

Account No.

30102828469

IFSC Code

SBIN0000691

Bank Name

State Bank Of India

Branch address

Parliament Street Branch, Parliament Street New Delhi

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

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Sr. No	Additional Terms & Conditions
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1	<p>Forms of SD</p> <p>Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in</p> <p>Beneficiary name : Oil and Natural Gas Corporation Limited</p> <p>Account No. : 30102828469</p> <p>IFSC Code : SBIN0000691</p> <p>Bank Name : State Bank Of India</p> <p>Branch address :Parliament Street Branch, Parliament Street New Delhi</p> <p>Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.</p>
2	<p>Bidders are required to submit clarification / representation, if any, in the designated area of GeM portal within the timelines as per the deadline of GeM.</p>
3	<p>Bidders are required to submit clarification / representation, if any, as per the deadline of GeM. Queries after deadline may or may not be entertained at buyer discretion.</p> <p>Contact Details for query/ clarification:-</p> <ol style="list-style-type: none"> 1. Sh. Pradipkumar Vaghela , GM-MM, Email - v_vaghela@ongc.co.in Mob- 7042411433) 2. Sh. Devesh Sharma, Sr. MMO, Email - sharma_devesh@ongc.co.in (Mob- 9426612433)
4	<p>Undertaking for compliance of Commercial BEC shall be incorporated</p>
5	<p>Bid Evaluation Criteria (BEC) is attached separately. Bidder to comply the same and submit BEC Matrix confirming the clause.</p>
6	<p>ONGC's 'Policy for Banning/provisional Suspension of Business dealings with erring Firms' are added separately.</p>

7 Termination on account of insolvency:

In the event the CONTRACTOR at any time during the term of this Agreement, gets admitted to an Insolvency Resolution Process under the Insolvency & Bankruptcy Code, 2016 (or any amendments thereof), or, is declared as bankrupt/insolvent or gets admitted to any proceedings for resolution of bankruptcy /insolvency by concerned court/authority of relevant jurisdiction, or makes a voluntary assignment of its assets for the benefit of creditors, then ONGC shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

8 **27 Dispute Resolution Mechanism (Applicable for Domestic Procurement)**

27.1 Notice of Dispute and Amicable Settlement

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

27.1.2 After receipt of a Notice of Dispute under Clause 27.1.1 above, the parties shall in good faith, make all reasonable efforts to arrive at a mutually acceptable resolution to the disputes raised in the Notice of Dispute in a formal meeting(s) between authorized representatives of the parties.

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

27.1.4 Parties agree that neither party shall be entitled to any claim or compensation for any consequential, indirect or special losses/damages, including loss of profit, loss of production, loss of use, loss of goodwill, loss of reputation, remote damages, loss of business opportunities, loss of employment opportunities, loss of interest including any pre-reference or *pendente-lite* interest, idling costs of men and machinery, prolongation costs etc., on account of any dispute/ claim raised under the contract. Parties agree that claim for any such amount shall not be considered and shall be void.

27.1.5 In case the parties fail to amicably resolve the disputes between them within **60 days** of receipt of Notice of Dispute sent under Clause 27.1.1 above, the following provisions of Clause 27 mentioned below, as applicable, shall follow.

27.2 Mediation/Conciliation

27.2.1 For Disputes above Rs 10 Lakh - through Outside Expert Council (OEC)

27.2.1.1 If any dispute between the parties, of or above the value of Rs . 10 lakh, is not resolved within 60 days of receipt of Notice of Dispute, the concerned party may request the other party to refer the said dispute(s) for settlement through mediation / conciliation through an Outside Expert Council (**OEC**) as per the extant ON

GC's Guidelines on the subject.

27.2.1.2 The concerned party shall submit its request for mediation / conciliation on the '**Mediation Portal**' created by ONGC at **https://oec.ongc.co.in**. The procedure and timelines to be followed for the mediation process shall be in accordance with the 'Manual on Mediation through Outside Expert Council' (including any changes thereto) available / uploaded on the aforesaid Mediation Portal.

27.3 ***Arbitration (not applicable in case of disputes between public sector enterprises)***

27.3.1 The provisions under Clause 27.3 of the Contract shall be applicable only for disputes with a claim amount of more than Rs. 25 lakh and less than Rs. 10 crore. For the purposes of determining the applicability of this clause, the claim amount shall include any previous claim(s) referred to Arbitration under the Contract and the value of such cumulative claim(s) shall be restricted to Rs. 10 crore only.

27.3.2 In case of failure to resolve a dispute amicably through amicable settlement / mediation / conciliation under the provisions of Clauses 27.1 and 27.2 above, either party may, subject to the provision under Clause 27.3.1 above, refer the said dispute for resolution through Arbitration under the administration of 'India International Arbitration Centre' ("**IIAC**"), established by an Act of the Parliament, i.e., the India International Arbitration Centre Act, 2019, in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("**IIAC Regulations**") for the time being in force, including any subsequent modifications and amendments thereof, which regulations are deemed to be incorporated by reference in this clause, to the extent these regulations are not inconsistent with this clause.

27.3.3 The Arbitration shall be conducted by an Arbitral Tribunal consisting of:

(i) For claim amount upto Rs. 2 crore, by a Sole Arbitrator, to be appointed by the Chairman, IIAC, in accordance with the IIAC Regulations. It is clarified that only a Retired Judge shall be eligible to be appointed as a Sole Arbitrator under this clause, and

(ii) For claim amount above Rs. 2 crore, by a Tribunal of three arbitrators comprised of Retired Judges. Parties to nominate one arbitrator each and the two co-arbitrators shall nominate the presiding arbitrator in accordance with the IIAC Regulations.

Any arbitrator appointed under sub-clauses (i) and (ii) above that is not a member of the panel of arbitrators maintained by IIAC shall submit a declaration to abide by and conduct the arbitration proceedings in accordance with the IIAC Regulations.

27.3.4 The seat of Arbitration shall be at Delhi.

27.3.5 Parties further agree that following matters shall not be referred to Arbitration:-

- i. Any claim, difference or dispute relating to, connected with or arising out of ONGC's decision to initiate proceeding for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor;
- ii. Any claim, difference or dispute relating to, connected with or arising out of ONGC's decision under the provisions of Integrity Pact executed between ONGC and the Bidder / Contractor;
- iii. Any dispute pertaining to insolvency and bankruptcy, property laws.

	<p>27.3.6 The necessary arrangements for venue of arbitration proceedings, travel and stay of arbitrators, etc. shall be made by the Contractor. The total cost of Arbitration proceedings including all expenses incurred in relation thereto shall be shared equally by the parties.</p> <p>27.4 Dispute resolution (in case of disputes between Govt. entities/public sector enterprises) through AMRCD</p> <p>27.4.1 The provision under Clause 27.4 is applicable only for settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) and Government Department(s)/Organizations(s).</p> <p>27.4.2 Before referring any dispute for adjudication through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), the parties undertake to make all efforts in good faith to resolve their differences/disputes amicably amongst themselves, through respective Internal Committees consisting of authorized officers of each party. If such dispute or difference cannot be resolved mutually between the parties, the same may be referred to the AMRCD. [In this regard, ONGC has set up an Internal Fast-track Resolution Committee (IFRC), which is empowered to negotiate with the concerned CPSEs/Govt. entities for resolving the differences amicably].</p> <p>27.4.3 Subject to the provision under 27.4.2 above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 (as revised time to time) and the decision of AMRCD on the said dispute will be binding on both the parties.</p> <p>27.5 Adjudication by Courts</p> <p>27.5.1 Any dispute not resolved or not covered under the provisions of Clauses 27.1, 27.2, 27.3 above may be referred for final adjudication by the court.</p>
9	<p>PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES POSSESSING VALID UDYAM REGISTRATION CERTIFICATE AS NOTIFIED VIDE GAZETTE NOTIFICATION NO. S.O. 2119(E) DATED 26.06.2020 (AS AMENDED) ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES</p> <p>In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>The tendered services cannot be procured from multiple sources and are non-split-able.</p>

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0**Bank details for NEFT/ RTGS/ Electronic fund transfer/ SFMS BG/ Insurance Surety Bond:-**

Beneficiary Account Name	Oil and Natural Gas Corporation Limited
Bank Name	State Bank of India
Branch	Parliament Street Branch, Parliament Street New Delhi
Branch Code	00691
ONGC Account No.	30102828469
IFSC	SBIN0000691
Swift code	SBININBB104

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1**Bank Details for E-BG:-**

PAN	AAACO1598A
Name	Oil and Natural Gas Corporation Limited
Date of Incorporation	23.06.1993
Email ID	ebg@ongc.co.in
Contact Number	7428133002
Legal Constitution	Entity

Registered office address	Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70
Registered office address Pin code	110070
Communication address	ONGC, Shared Service Center, 1 st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh
Communication Address Pin code	201309

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

Bank details for e-BG is as under:

i)	Beneficiary Account Name	Oil and Natural Gas Corporation Limited
ii)	Bank Name	State bank of India
iii)	Branch	CAG Delhi,
iv)	Branch Code	17313
v)	Bank Account No	42559953079.
vi)	IFSC Code	SBIN0017313
vii)	SWIFT Code	SBININBB824
viii)	Account Type	CC

1 2	<p><u>LIQUIDATED DAMAGES</u></p> <p>-</p> <p>Non-Performance Deduction (as per SCC) shall apply.</p>
1 3	<p>Contract period is of Three years from the date of GeM Contract.</p>
1 4	<p>Guidelines on issue of Power of Attorney (PoA) for authorized signatory in tender shall be:</p> <p>1.Sole Proprietorship</p> <p>Authority to Sign PoA: The sole proprietor (the individual owner)</p> <p>Can Delegate to: An employee of sole proprietor via PoA</p> <p>Documentation Needed: attested copy of Proprietorship declaration, Copy of PAN and ID of the Proprietor, GST registration of the proprietorship (if applicable).</p> <p>2.Partnership Firm</p> <p>Authority to Sign PoA: (i). By Managing Partner or (ii) By all the partners /, as the case may be, authorized as per Partnership Deed Can Delegate to: any partner, an employee of partnership firm via PoA.</p> <p>Documentation Needed: Partnership Deed and attested copy of Resolution signed by all the partners authorizing the signatory.</p> <p>3.Limited Liability Partnership (LLP)</p> <p>Authority to Sign PoA: (i) Designated Partner responsible for managing LLP's operations along with the seal/stamp of LLP, authorized for said purpose as per the LLP Agreement. or (ii) By all partners of LLP.</p> <p>Can Delegate to: any partner, an employee of LLP via PoA.</p> <p>Documentation Needed: Certificate of Incorporation, LLP Agreement and certified copy of resolution passed by LLP.</p> <p>4.Private Limited or Public Limited Company</p> <p>Authority to Sign PoA: Board (authorizing Director and/or any senior employee of Company through its Board Resolution).</p> <p>Can Delegate to: any employee, Director of Company via PoA</p>

	<p>Documentation Needed: Certified copy of Board Resolution certified either by its company secretary or Directors for such purpose, Certificate of Incorporation , MOA/AOA (for verification of powers).</p> <p>(Comments: *For the Company, incorporated under Companies Act, the certified copy of Board resolution would suffice to ascertain the identity/authority of such authorized for the purpose.)</p> <p>Notes:</p> <p>a. PoA to be executed on non-judicial stamp paper of appropriate value as per rules of the state of issue.</p> <p>b. Full name, address, ID details and business designation of both the authorizing person and the person being authorized should be mentioned in the PoA.</p> <p>c. PoA must include the specimen signature of the person being authorized.</p> <p>d. PoA must be attested by at least two witnesses (with full names and addresses) and be notarised.</p> <p>e. The PoA can be General PoA or tender Specific PoA</p>
15	<p>Bidder shall submit the following documents along with their bid for Vendor Code Creation if not created already:</p> <p>a. Copy of PAN Card.</p> <p>b. Copy of GSTIN.</p> <p>c. Copy of Cancelled Cheque.</p> <p>d. Copy of EFT Mandate duly certified by Bank.</p>
16	<p>Bid Securing Declaration (EMD exempted bidders to submit a Bid securing declaration (BSD)) which are as below:</p> <p>"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"</p>
17	<p>Standard FORMAT FOR UNDERTAKING ON ACCEPTANCE OF ONGC's 'Policy for Banning/provisional Suspension of Business dealings with erring Firms' (attached at `undertaking format)</p>
18	<p>Standard FORMAT FOR bidders intends to Submit Performance Security in the form of Insurance Bond in lieu of other form of EMD such as e-BG/SFMS BG / NEFT transfer(attached at undertaking format)</p>

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.

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

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

---धन्यवाद/Thank You---