

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details   |   |
|---|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time  | 13-02-2026 12:00:00   |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time   | 13-02-2026 12:30:00   |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)   | 180 (Days)  |
| मंत्रालय/राज्य का नाम/Ministry/State Name   | Ministry Of Petroleum And Natural Gas   |
| विभाग का नाम/Department Name  | Bharat Petroleum Corporation Ltd  |
| संगठन का नाम/Organisation Name  | Bharat Petroleum Corporation Ltd  |
| कार्यालय का नाम/Office Name   | Lpg Bpcl Sr   |
| वस्तु श्रेणी /Item Category   | Custom Bid for Services - Supply & Installation of Network Infrastructure for Vehicle Access Management System  |
| समान श्रेणी/Similar Category  | <ul style="list-style-type: none"> <li>• Annual Maintenance Contract for Networking Devices (Version 2)</li> <li>• Electric Cabling Service</li> <li>• Cluster Outsourcing for Maintenance of Landline and Broadband network - OFC Network</li> </ul> |
| अनुबंध अवधि /Contract Period  | 3 Month(s)  |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)              | 6 Lakh (s)  |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service              | 3 Year (s)  |
| इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required                                     | Yes   |
| 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  |

**बिड विवरण/Bid Details**

|   |  |
|---|--|
| विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>  | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC)<br>*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 मेन् है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b> | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)   |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>  | 3  |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>  | 5  |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>  | 1  |
| बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>  | No   |
| बिड का प्रकार/ <b>Type of Bid</b>   | Two Packet Bid   |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>   | 2 Days   |
| अनुमानित बिड मूल्य / <b>Estimated Bid Value</b>   | 1704510  |
| मूल्यांकन पद्धति/ <b>Evaluation Method</b>  | Total value wise evaluation  |
| मध्यस्थता खंड/ <b>Arbitration Clause</b>  | No   |
| सुलह खंड/ <b>Mediation Clause</b>   | No   |

**ईएमडी विवरण/EMD Detail**

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

**ईपीबीजी विवरण /ePBG Detail**

|   |                     |
|---|---------------------|
| एडवाइजरी बैंक/Advisory Bank             | State Bank of India |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%) | 5.00                |

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

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(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 :**

BPCL SR LPG

LPG BPCL SR, Bharat Petroleum Corporation Ltd, Bharat Petroleum Corporation Ltd, Ministry of Petroleum and Natural Gas

(Bpcl Thanjavur Lpg Plant)

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

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance

Yes

**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  |

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference 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 service. 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. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. 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.

5. 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.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

price bid format - [1769146678.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1769146701.pdf](#)

**Instruction To Bidder:**[1769146713.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1769146721.pdf](#)

**Scope of Work:**[1769146733.pdf](#)

**Payment Terms:**[1769146737.pdf](#)

**Penalties:**[1769146754.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1769146766.pdf](#)

**GEM Availability Report ( GAR):**[1769146779.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1769146795.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1769146822.pdf](#)

**Pre Bid Detail(s)**

| मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time | प्री-बिड स्थान/Pre-Bid Venue  |
|---|---|
| 30-01-2026 12:00:00                               | <a href="https://teams.microsoft.com/meet/4479806189395?p=fqNQXGXJZiif8wLqDP">https://teams.microsoft.com/meet/4479806189395?p=fqNQXGXJZiif8wLqDP</a> |

### **Custom Bid For Services - Supply & Installation Of Network Infrastructure For Vehicle Access Management System ( 1 )**

तकनीकी विशिष्टियाँ /Technical Specifications

| विवरण/ Specification   | मूल्य/ Values  |
|--|--|
| <b>कोर / Core</b>  |  |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | Supply & Installation of Network Infrastructure for Vehicle Access Management System |
| Regulatory/ Statutory Compliance of Service  | YES  |

| विवरण/ Specification                       | मूल्य/ Values |
|--|---------------|
| 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 |
|--|----|

अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

| क्र.सं./S.No. | प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address  | संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring. | अतिरिक्त आवश्यकता /Additional Requirement |
|---------------|--|--|---|---|
| 1             | Vishnu M R   | 625008,BHARAT PETROLEUM CORPORATION LIMITED,MADURAI LPG Bottling Plant, SIDCO Industrial Estate, KAPPLUR | 1   | N/A                                       |

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

**1. Generic**

OPTION CLAUSE: 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, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**SPECIAL TERMS AND CONDITIONS**

**TENDER FOR SUPPLY & INSTALLATION OF NETWORK INFRASTRUCTURE FOR VEHICLE ACCESS MANAGEMENT AT BPCL THANJAVUR LPG PLANT**

1. Owner means “Bharat Petroleum Corporation Ltd”, incorporated in India hav

ing its Registered Office at Currimbhoy Road, Ballard Estate, Mumbai -400001.

2. It is implied that wherever “BPC” or “BPCL” is appearing in the various sections of the tender document the same shall be read as” Bharat Petroleum Corporation Ltd”
3. Wherever, vendor, bidder, tenderer has been mentioned, it implies the successful Bidder.
4. The tender documents are available on the GeM Portal <https://bidplus.gem.gov.in/all-bids> & same can be downloaded by applicable bidders who are willing to apply for this contract.
5. The bidder has to quote most competitive rates online On GeM Portal for the job items before the closing date and time. No payment shall be made by BPCL other than the quoted rates for the activities mentioned in Terms and conditions and other documents of the tender.
6. This job majorly involves **Supply & installation of vehicle access management network infrastructure** at BPCL Thanjavur LPG plant.
7. Price bid evaluation and award of Job shall be done on an overall lowest quote basis.
8. Your bid should be valid for acceptance for a period of **180 days** from the due date of this tender. No tenderer will be allowed to withdraw or to revise his/ their offer after the Last date of receipt of the tender. Once the bid is accepted, the rates shall be firm till the entire work is completed in all respects.
9. Entire job to be completed within **45 days** from the date of LOI/PO/Contract.
10. Liquidated damages shall be recovered from the contractor in case of delay of execution, as per general terms & conditions i.e. In case the contractor fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages of 0.5% of the value of contract per week and or part thereof of the delay subject to a maximum of 5% of the value of the contract.
11. Bidder is supposed to **visit the site before** quoting to understand the specifications and design the complete washing unit filtration system accordingly. If the bidder does not visit the site, then it is presumed that bidder understood all the items of the job thoroughly.

12. Tenderer is required to go through every page of STC (Special Terms of contract), GCC (General Conditions of Contract), Technical Specification document, Scope of Work and these documents shall be signed and stamped by the tenderer or his authorized representative. If the signed documents are not uploaded by the bidder, it is presumed that bidder accepts all the terms and conditions.
13. In case the successful tenderer fails to complete the job to meet the requirements of the corporation, The Corporation can engage any other contractor for completion of the job and will debit the extra cost incurred to the contractor or / deduct the same from the contractor's pending bills.
14. Notwithstanding the subdivision of the document into these sections and volumes every part of each shall be deemed to be supplementary and complementary of every other part and shall read with and into the contract so far as it may be practicable to do so.
15. The Vendor has to maintain all necessary documentation and records as required for the smooth and effective implementation of the work.
16. It is expressly agreed between the Parties that the Vendor is merely permitted to enter upon the premises for facility Management of plant during the term of the agreement. The Vendor shall have no right, title or interest of any nature whatsoever in the said premises, plant, products or machinery. The Vendor undertakes not to claim tenancy, ownership, leasehold rights on the said products, plant or machinery.
17. These special terms and conditions are also to be treated as a part of General terms and Conditions of the Tender.
18. Bidder should quote the rated considering **material/manpower supply, transportation, installation, testing & commissioning of work**. No additional payment will be provided by BPCL for regular route toll charges. Toll charges for non-regular routes will be payable only after the submission of toll bills.
19. Work to be executed in operating plant (normal working hours 06:00 AM to 10:00 PM). Any hot work which involves welding, cutting, grinding etc, will be allowed, if required, during non-operational hours (non-bottling hours i.e., night/ holidays).
20. No counter conditions or any alteration in the tender conditions / bid are accepted and in such a case the tender form is liable for rejection.

21. After award of contract the successful contractor shall not give any sub-contract of the job or assign any of the work to others.
22. The contractor shall be responsible for the execution of all jobs mentioned in the scope of service. Any non-compliance with the scope of service by contractor leads to imposing penalties as per penalty clauses mentioned in scope of service.
23. The contractor shall be responsible for maintaining all the documents related to scope of work as suggested by the officer-in-charge (as & when updated / revised) in order monitor work activities.
24. **LIABILITY:** Loss or damage (as assessed and determined by BPCL authority) of any materials/property either through theft or due to negligence of the contractor's workmen shall be recovered from the contractor. The contractor worker involved in such activities should be terminated from the services by the contractor on immediate basis. BPCL in this regard shall have the right to require him to pay the cost of such missing/damaged materials/property and shall make good without any objection on receipt of a written letter from BPCL. If any property of BPCL is found damaged by any of the occupants, the matter should be immediately reported to the Plant Manager.
25. No minor under the age of 18 shall be deployed for duties. If found any person deployed by contractor underage can lead to termination of contract.
26. Payment will be made as per tender terms and condition (within 30 days) after successful completion of work & submission of bills.
27. Purchase Preference Clause: Owners reserve the right to allow Public Centre Enterprises: In respect of divisible tender, in case the bid price of Micro and Small Enterprises (MSE) is within 15% of the L1 (non MSE) price, an opportunity shall be provided to such MSE bidder to match the L1 price. Subject to MSE bidder matching L1 price, 25% of the tender quantity shall be awarded to such MSE bidder. In case more than one MSE bidder are within 15% of the L1 (non MSE) the 25% quantity shall be distributed equally among all such MSE bidders subject to matching of L1 price. In case proportionate distribution will lead to uneconomical quantity, tender condition should mention the basis of allocation e.g. minimum quantity threshold in the order of the lowest price among the MSE bidder within 15% price band matching the L1 price.
28. In order to claim benefits of MSME bidder should produce valid MSME certificate else no benefit will be provided as per public procurement policy.

29. Contractor and their employees have to follow all safety rules & regulations in vogue/ as and when amended by BPCL.
30. The Plant will not entertain any unethical or unprofessional practices in the price bid. In case found contractors will be blacklisted and will be debarred from participating in future plant tender.
31. The firm shall indemnify the company against the consequences arising out of its personnel's default or negligence or violations of the rules applicable to the place of work.
32. The contractor must indemnify the company that neither the contractor nor his representatives and labors/staff employed by him will be considered as the company's employees and will have no right to represent the company in any matter. The contractor will absolve the company of any responsibility in this respect and furnish a declaration to this effect from time to time.
33. The contractor is supposed to visit the site before quoting for the job to acquaint himself with the job schedule and available facilities at the location. It is presumed that the contractor has visited the site and understood all the items of the job thoroughly.
34. The successful contractor shall not sublet or assign any part of the work to another party.

35. **Contract Documents:**

The Bidder whose Bid has been accepted by BPCL shall enter into an Agreement, with BPCL at the date and place as notified by BPCL. In case LOI/PO is released, the successful bidder should acknowledge the same within 15 days of mailing of the Order and any delay in acknowledging the receipt will be a breach of contract.

The contract documents for the agreement shall be prepared after award of contract as intimated to the successful Bidder by Letter of Intent. Until the final contract documents are prepared and executed, the bidding documents together with the Annexure(s), modifications, deviations agreed upon by BPCL and Bidder's acceptance thereof should constitute a binding contract between the successful Bidder and BPC. The documents for preparation of the Agreement shall consist of the following:

- i. Original bidding documents submitted by the bidder along with its enclosures.

- ii. Addendum / Corrigendum to the bidding documents, issued by BPC, if any.
- iii. Email of Intent/ Letter of Intent along with statement of Agreed Variation (if any) and enclosures therewith.

36. Kindly note that a pre-bid meeting will be held at BPCL LPG Bottling plant Thanjavur on as date mentioned during tender floating on GeM portal for better understanding of scope of work and clarifications regarding the tender scope. ~~The~~ The material delivery address of the plant & contact details are mentioned below.

**Delivery Address:**

BPCL LPG Bottling plant

Behind MGM TB Sanatorium

Sengipatti - 613402.

Dist. - Thanjavur, Tamil Nadu.

**Contact Details**

**i. Laxman Jamdade**

**Associate Executive**

**Contact No: 9527073467**

**Mail ID: [laxmanshriharij@bharatpetroleum.in](mailto:laxmanshriharij@bharatpetroleum.in)**

**ii. Nidhin Shyam**

**Plant Manager**

**Contact No: 9746152434**

**Mail ID: [nidhinshyam@bharatpetroleum.in](mailto:nidhinshyam@bharatpetroleum.in)**

37. The quantities mentioned in the tender are indicative in nature. No guarantee will be provided by BPCL for complete utilization & bill will be payable as per the actual quantities.

38. All the parts like the tender schedule, BOQ, Work Scope, Technical Specification, Special Conditions of Contract (SCC), General Conditions of Contract (GCC) etc. are to be read together and shall be supplementary to each other. In case of any contradiction between provision of GCC and SCC, provisions in

SCC shall overrule that in GCC only to the extent of contradiction. Similarly in case of any contradiction between provisions in Scope of work & SCC, provisions in SCC will overrule that in Scope of work only to the extent of contradiction. SCC and Scope of work & specifications are supplementary to Schedule. Hence in case of any contradiction to schedule, the same has to be brought to the notice of Engineer in Charge and his decision shall be final and will be binding on contractor. No claim will be entertained on account of any such changes.

### **39. Execution of Agreement:**

- i. Successful tenderer will be required, before undertaking the contract, to execute the agreement within 15 (Fifteen) days of the date of issue of the LOI given by BPCL.
- ii. When the person signing the tender is not the authorized signatory, necessary original Power of Attorney authorizing the signatory to act on behalf of the proprietor/ firm should be produced before signing the agreement, and notarized copy of the power of Attorney of the person authorizing should be submitted for the record of BPCL.
- iii. Failure to execute the agreement and/ or furnish required Security Deposit within 15 (Fifteen) days of issue of Letter of Intent (LOI) may render the tenderer liable for termination of contract without prejudice to the rights of BPCL to recover the damages under Law.

### **40. Arbitration:**

Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below:

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator.
- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time.
- (c) The Seat of arbitration shall be at Thanjavur.
- (d) The proceedings shall be conducted in English language.
- (e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

### **41. Jurisdiction:**

This agreement shall be deemed to have been made in Thanjavur LPG Plant and shall be constructed according to the laws of India, and the parties hereby agree that the courts in the city of Thanjavur shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement.

42. The contractor has to read carefully the above terms and conditions of the contract and agrees to

abide by the same.

43. Successful contractor shall be responsible for submitting the OEM certificates, standard Warranty/ Guarantee certificates, FLP items certificates of material supplied.

**44. Penalty Clauses:**

| <b>Sr</b> | <b>Scenario/Condition</b>  | <b>Penalty Description</b>  | <b>Penalty Amount</b>  |
|-----------|--|---|--|
| 1         | Delay in supply beyond stipulated delivery period (without valid reason) | Penalty for each week (or part thereof) of delay                      | Per Week Rs 5000/-   |
| 2         | Supply of incorrect/ defective/ non conforming items                     | Rejection of item + penalty   | Rs 2,000 per incident + cost of replacement to be borne by vendor  |
| 3         | Failure to replace defective items within 7 days of notifications        | Delay penalty on replacement  | Rs 500 per day after 7 days from notification  |
| 4         | Non-compliance with packaging/marketing requirements                     | Administrative penalty + risk of damage                               | Rs 1,000 per consignment + any damage recovery cost  |
| 5         | Partial delivery without approval  | Treated as delay  | Rs 500 per day till full delivery  |
| 6         | Repeated quality issues (more than 2 instances in a quarter)             | Quality violation penalty   | Rs 5,000 lump sum + review of vendor performance   |
| 7         | Non submission of test manuals/certificates/OEM certificates             | Documentation lapse penalty   | Rs 1,000 per instance<br>Materials without PESO/CMRI/IEC/Ex approvals (where specified) will be summarily rejected, and cost borne by vendor |
| 8         | Refusal/ failure to supply material/ incomplete work completion          | Blocklisting  | Debarment from future tender for 02 years  |
| 9         | Defects during Warranty period   | Quality violation penalty   | Any defect/failure must be rectified or replaced within 3 days. Delay beyond this will attract penalty of Rs 5,000 per day.                  |
| 10        | Delay in commissioning & hand overing of job                             | Failure to complete SITC & handover within approved project time line | Failure to complete SITC & handover within approved project time line will attract penalty of Rs 10000 per day                               |

**Accepted all the terms and conditions.**

**Date:**

**Signature of the Tenderer with rubber stamp -----**

**3. Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

**4. Buyer Added Bid Specific SLA**

File Attachment [Click here to view the file.](#)

**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. 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.
16. 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.
17. 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.

**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 [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---**