

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	25-06-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	25-06-2026 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	Hindustan Petroleum Corporation Ltd
कार्यालय का नाम / Office Name	Petroleum House
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	praneethmaxim.noronha@hpcl.in
वस्तु श्रेणी / Item Category	Custom Bid for Services - De-contamination of DHT, ARU & FGATU , Custom Bid for Services - Chemical cleaning of Packinox 74-E-01
समान श्रेणी / Similar Category	<ul style="list-style-type: none"> • Cleaning, Sanitation and Disinfection Service - Outcome Based • Service for Chemical Treatment of Cooling Water • Cleaning, Sanitation and Disinfection Service - Outcome Based • Service for Chemical Treatment of Cooling Water
अनुबंध अवधि / Contract Period	1 Year(s) 3 Month(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	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

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	5
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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	2 Days
Payment Timelines	Payments shall be made to the Seller within 15 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
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	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

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

लाभार्थी /Beneficiary :

HPCL

PO Box 15, Hindustan Petroleum Corporation Limited, Visakh Refinery, Malkapuram, Visakhapatnam, Andhra Pradesh - 530011

(Hindustan Petroleum Corporation Limited)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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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.

Limited Tender

Limited Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	***** , ***** , ***** , ***** , *****

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.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Instruction To Bidder:[1781334051.pdf](#)

Scope of Work:[1781334056.pdf](#)

Payment Terms:[1781334061.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1781334073.pdf](#)

GEM Availability Report (GAR):[1781334082.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1781334087.pdf](#)

Custom Bid For Services - De-contamination Of DHT, ARU & FGATU (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	De-contamination of DHT, ARU & FGATU
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

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

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	DIPAYAN PATRA	530011,HPCL, Visakh Refinery, PB No. 15, Malkapuram, Visakhapatnam-530011	Project / Lumpsum Based	N/A

Custom Bid For Services - Chemical Cleaning Of Packinox 74-E-01 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Chemical cleaning of Packinox 74-E-01
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 दस्तावेज /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	DIPAYAN PATRA	530011,HPCL, Visakh Refinery, PB No. 15, Malkapuram, Visakhapatnam-530011	Project / Lumpsum Based	N/A

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

1. **Generic**

OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 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 50 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 50 percent with the consent of the service provider

2. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

A. HOW TO QUOTE:

1. Vendor is requested to quote their rate as per the required technical specifications, terms and conditions mentioned in the tender documents. In case of technical deviations, vendor should submit the same in the Deviation List, failing which it shall be construed that all the terms and conditions are acceptable to the vendor.
2. Vendors shall quote Lumpsum price against tender line item, which shall be inclusive of all the overheads, charges, any other duties and including applicable taxes (GST) against line item.
3. **Declaration:** During bid submission, vendor shall mandatorily upload following declarations:
 - i) Not Banned / Holiday Listing declaration.
 - ii) Relationship with other vendors.
 - iii) Land Border Form - I.
 - iv) MII.
 - v) Declaration that the rates quoted are inclusive of all the all overheads, charges, any other duties and including applicable taxes (GST).
 - vi) Any other declarations as per tender.
4. Tender will be evaluated on **Overall lowest basis**.

B. TENDER OPENING SEQUENCE & ORDER FINALISATION METHODOLOGY:

1. Following three tenders will be floated:
 - i. TA De-contamination of CDU-3- Package-1
 - ii. TA De-contamination of DHT & MS Block- Package-2
 - iii. TA De-contamination of FCCU-2- Package-3
2. Bidders may quote for one or more of the above limited tenders.

3. Techno commercial evaluation of the bids shall be done and list of the bidders eligible for the individual tenders shall be finalised.
- 4. Only one Contract shall be awarded to one bidder.**
5. Price bids of techno commercially clear tenders shall be opened, one after another after finalisation in the following sequence:
 - i. TA De-contamination of CDU-3- Package-1
 - ii. TA De-contamination of DHT & MS Block- Package-2
 - iii. TA De-contamination of FCCU-2- Package-3
6. The L1 agency shall be finalised for 1st Tender in above sequence. This successful L1 Bidder of 1st Tender shall not be eligible for the next tenders as per above sequence. This methodology of sequential L1 finalisation, award, and exclusion from subsequent tenders shall be followed uniformly for all three tenders.
7. However, in case any of above Tenders is cancelled due to any reason, the Price Bids of next tender as per above sequence will be opened. In such a situation, L1 bidder for cancelled Tender will be considered for next tender in above sequence (if quoted for next tender also), provided his bid is otherwise eligible in the Prequalification and techno-commercial evaluation for subject tender.
8. For Eg: In case Tender for CDU-III Unit (Tender No. -1) is cancelled due to any reason, the Price Bids of the tender for DHT& MS Block will be opened. In such a situation, L1 bidder for Tender for CDU-III Unit (if quoted for DHT & MS Block also) will also be considered for the tender for DHT & MS Block, provided his bid is otherwise eligible in the techno-commercial evaluation for tender for DHT & MS Block.
9. If any vendor backs out of any of the tenders after price bid opening, their offer shall not be considered for evaluation in the subsequent tenders.

C. NOTES TO BIDDERS:

1.0 Due to size limitation, drawings & QAPs could not be attached to the tender. Bidders to download the same using the following link:

TA DECONTAMINATION PACKAGE-1 CDU-3: https://drive.google.com/file/d/1BxjFLnQwu0pO_jEQA2NvMK4vrg4JGrm2/view?usp=drive_link

TA DECONTAMINATION PACKAGE-2 DHT & MS Block: https://drive.google.com/file/d/1ruS6QU0dxQwwTcdW26bN02jKyONhDzcr/view?usp=drive_link

TA DECONTAMINATION PACKAGE-3 FCCU-2: https://drive.google.com/file/d/1ezi6AkxwLMKXiUTL-1g6leD7XzNZWoDk/view?usp=drive_link

2.0 Security Deposit:

2.1 Successful vendor can submit security deposit by choosing one of the 2 methods below:

i) Furnish Security deposit of 2% of contract value

or

ii) Furnish CPBG/CISB of 5% of contract value (inclusive of security deposit and performance guarantee)

2.2 Further details as per HPCL's GTCWC.

3.0 Warranty / Defect Liability: As per HPCL's GTCWC.

4.0 Retention / CPBG / Composite Insurance Surety Bond (CISB):

4.1 As per HPCL's GTCWC, however the same shall be for 5% of the contract value.

4.2 Composite PBG or Composite Insurance Surety Bond (CISB) from Insurance Regulatory and Development Authority of India (IRDAI) regulated Insurance Company only in favour of HPCL, towards Security Deposit and Performance bank guarantee (in lieu of Retention) shall be accepted; which shall be valid up to a period of 3 months beyond the expiry of Defect liability period.

4.3 Vendors are required to submit Bank Guarantee from Nationalized Bank / Scheduled Bank (other than Co-operative bank). The list of Scheduled Banks as per RBI (Schedule II of RBI Act) is available on RBI website at https://m.rbi.org.in/scripts/bs_viewcontent.aspx?ld=3657

From the list available under above link, Bank Guarantees from the following categories are only acceptable:

- i) Scheduled Public Sector Banks
- ii) Scheduled Private Sector Banks
- iii) Scheduled Foreign banks in India
- iv) Scheduled Small Finance Banks - **AU Small Finance Bank Limited.**

4.4 BGs will not be accepted from Payments Bank and Small Finance Bank other than bank(s) specifically mentioned above.

4.5 In case of submission e-BG by vendor: In addition to regular format, following highlighted para also should be incorporated in appropriate place of e-BG:

- a) "We.....the bank hereby under-take that no amendment or changes, if any, to this Bank Guarantee shall be carried out except with the prior consent of HPCL in writing.
- b) "Notwithstanding anything contained herein above:
 - i) Our liability under this guarantee shall not exceed Rs.
 - ii) This Bank Guarantee shall be valid upto and including (date); and
 - iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand (including through NeSL portal or any other mode) on or before the expiry of 60 days from the date of expiry of this guarantee.
 - iv) This Guarantee may be invoked in parts and our liability shall remain for the entire value/balance value of the Guarantee till its expiry."

4.6 Please note the, following details also for issuance of e-BG:

Sl.	Description	HPCL Details	Mandatory / Optional
1	PAN / UIN*	AAACH1118B	Beneficiary- Yes Applicant- Yes
2	Name	Hindustan Petroleum Corporation Limited	Beneficiary- Yes Applicant- Yes

3	Date of Incorporation	15-07-1974	Beneficiary- Yes Applicant- Yes
4	Email ID	User E-Mail ID	Beneficiary- Yes Applicant- Yes
5	Contact number	User contact No	Beneficiary- Yes Applicant- Yes
6	Legal Constitution	Company	Beneficiary- Yes Applicant- Yes
7	Registered office address	Hindustan Petroleum corporation Limited, PB No 17, JAMSHEDJI TATA ROAD, Mumbai	Beneficiary- Yes Applicant- Yes
8	Registered office address Pin code	400020	Beneficiary- Yes Applicant- Yes
9	Communication address*	User Location address	Beneficiary- Yes Applicant- Yes
10	Communication address Pin code*	User Location pin code	Beneficiary- Yes Applicant- Yes
11	Business Unit Code*	User to provide basis PO	Mandatory for Applicant for e-BG to HPCL
12	Contract Reference Number*	SAP PO Number/ Tender No	Mandatory for Applicant for e-BG to HPCL
13	Vendor Code*	SAP Vendor code	Mandatory for Applicant for e-BG to HPCL
14	e-Portal ID*	Procurement Portal (GEM, CPPP etc)	Mandatory for Applicant for e-BG to HPCL

5.0 Updating Bank Mandate:

Please login to Vendor Self Service Portal (<https://vss.hpcl.co.in/vss/login>) and confirm if your bank mandate is updated in the system. In case NOT UPDATED, to initiate the bank mandate update process, vendor needs to log in to the VSS Portal and navigate to the "My Profile" tab where the bank mandate option is available. Please upload the following documents:

- (i) Bank Mandate on Vendor's letter head in HPCL's format, duly signed by vendor's bankers and the authorized signatory of the vendor.
- (ii) Copy of Cancelled Cheque
- (iii) Copy of PAN Card
- (iv) Copy of Board Resolution / Necessary authorization of the signatory signing the bank mandate
- (v) In case of change in Bank Account details, reason for such change should be given on the letter head of the vendor (Applicable only for existing vendors)

NOTE:

- (a) Please refer enclosed manual for bank mandate update procedure.
- (b) Vendors will have to courier ORIGINAL Bank Mandate Form to HPCL.
- (c) In case of New Vendor, the above specified documents shall be submitted to Purchase Department.
- (d) In case of Existing Vendor, the above specified documents shall be submitted to User Department.
- (e) Upon receipt of the same in original, Bank details shall be updated in our records and One Rupee test payment will be processed.
- (f) Updating bank account details and providing original documents for updation of bank mandate is mandatory to ensure timely payment against Purchase Orders.

6.0 General Terms:

- 6.1 All other Terms and Conditions which are not specifically mentioned above, shall be as per attached HPCL's GENERAL TERMS & CONDITIONS OF WORKS CONTRACT (GTCWC).
- 6.2 HPCL's "General Terms & Conditions of Works Contracts", "Safety Regulations for Contractors" and all other details provided along with the tender document form an integral part of this order. This document shall be read in conjunction with HPCL's GTCWC. In case of any contradiction between the Special Terms and Conditions/Terms of Business which are stated above and the attached GTCWC, the terms & conditions mentioned in Special Terms and Conditions shall prevail.

D. CONTACT PERSONS:

1. For Technical Queries:

Mr. DIPAYAN PATRA, Senior Manager - Maintenance

Mr. VASIREDDY SREENADH, DGM - Maintenance

Tel: 0891 - 286 4365 / 4762

E-Mail: dipayan.patra@hpcl.in / sreenadhvasireddy@hpcl.in

2. For Commercial Queries:

Mr. Praneeth Maxim Noronha, Senior Manager - Procurement (Refinery)

Mr. Bharat Pandharinath Barve, DGM - Category Management (Refineries)

Tel: 022-2203 8394 / 8733

Email: PraneethMaxim.Noronha@hpcl.in / bpbarve@hpcl.in

3. Vendor shall share their contact details like email address and phone numbers along with bid for post tender correspondence.

4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

5. Buyer Added Bid Specific SLA

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

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents 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---