

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-02-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-02-2026 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
कुल मात्रा/Total Quantity	12
वस्तु श्रेणी /Item Category	CONTACT BLOCK FOR ABB ACS1000 VFD
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	JAW CLAMP CONTACT BLOCK COMPRESSOR
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Foot Clamp and Jaws (CMPDI)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Foot Clamp and Jaws (CMPDI)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Compliance of BoQ specification and supporting document *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 मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
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	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	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 :

Senior Manager - Materials
Petroleum House, NA, Hindustan Petroleum Corporation Ltd, Ministry of Petroleum and Natural Gas
(Gedela Vidya)

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

एमआईआई खरीद वरीयता/MII Purchase Preference

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

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Kala
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	Dy. Sec to Govt. of India
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	Govt. of India
सीए अनुमोदन संख्या/CA Approval Number	No: FP-20013/2/2017-FP-PNG
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	03-02-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	As per point no: 4.5 of circular, for value less than 1 Cr, this policy is exempted

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

Single Tender

Single 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	ABB INDIA LIMITED

1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

CONTACT BLOCK FOR ABB ACS1000 VFD (12 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Devaram Nitish Reddy	530011,HPCL, Visakh Refinery, Refinery Warehouse, Malkapuram, Visakhapatnam - 530011	12	154

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

1. Generic

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

delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. **Generic**

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

4. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

5. **Scope of Supply**

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

6. **Buyer Added Bid Specific ATC**

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

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

The vendor shall necessarily quote for services with specifications exactly as stated in the specifications, WITHOUT ANY DEVIATIONS WHATSOEVER

Since the items being requisitioned are spares, either OEM M/s. ABB IN DIA LIMITED OR their Authorized dealer(s) are ONLY authorized to submit their bids against the subject tender. Vendors are requested to submit their authorization certificate from above OEM during bid submission. Vendors failing to submit valid authorization letter shall be technically rejected.

1.0. SCOPE OF SUPPLY: Supply of ABB ACS1000 VFD Spares as per specifications mentioned in tender.

2.0. DELIVERY PERIOD: Material should be delivered within 22 Weeks (i.e., 154 days) from the date of GeM Contract/ LOA/ PO, whichever is earlier.

3.0. PRICE TERMS

The items shall be delivered at the HPCL - Visakh Refinery Warehouse.

4.0. REJECTION CRITERIA: All the documents submitted should be as per tender terms and conditions failing which the offer shall be rejected.

5.0. LIST OF DOCUMENTS TO BE SUBMITTED

a. ALONG WITH BID

- i. Letter head containing contact details (Phone no & Email ID) for expediting the tender evaluation***
- ii. Declaration regarding compliance of Custom / BoQ Bid Specifications
- iii. Authorization Certificate from OEM (in case an authorized dealer is quoting)
- iv. Vendor declaration, Deviation sheet and Land border declaration.

b. ALONG WITH SUPPLY:

- a. Copy of VIT Transmittal slip
- b. Copy of Invoice
- c. Original Warranty/Guarantee Certificate
- d. Relevant Test Certificate

6.0. PRICE REDUCTION CLAUSE/ LD: As per GeM GTC.

7.0. GUARANTEE/WARRANTY: As per GeM GTC.

8.0. PREFORMANCE BANK GUARANTEE(PBG): PBG is applicable at the rate of 5% as per GeM GTC.

Note: PBG Through Insurance Surety Bond (ISB)

1. Insurance Surety Bond from Insurance Regulatory and Development Authority of India (IRDAI) regulated Insurance Company only.

2. Bidder who wish to submit Insurance Surety Bond towards PBG, are required to send original copy of ISB in prescribe format along with following details:

- i. The issuing Insurance Co, with Branch detail
- ii. Relationship manager of Insurance Company
- iii. Contact details along with email ID for verification

3. Insurance Surety Bond should be issued in Prescribed format only. Insurance Surety Bond submitted in any other format is liable to be rejected.

9.0. PAYMENT TERMS: 100% payment within 15 days of receipt of material along with all necessary documents. However, in any case the final bill payment should not exceed 30 days.

10.0. FORCE MAJEURE:

The following provision shall be read as part of Force Majeure provisions contained in the GeM GTC:

“Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor/Seller has no entitlement and Owner/Buyer has no liability for:

- a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately.”

11.0. DISPUTE RESOLUTION:

The dispute resolution and arbitration clauses in the GeM GTC shall not apply for this tender/PO/contract. The parties expressly agree that there does not exist any arbitration clause and arbitration cannot be resorted to in case of disputes or disagreements between the Seller and the Buyer.

The dispute resolution and arbitration clauses in the GeM GTC stands deleted as between Seller and Buyer, and shall stand replaced by the below provision:

(A) Discussions and Resolution

(i) The parties shall attempt to resolve all dispute and difference arising out of or relating to this contract through negotiations in good faith. If any dispute or difference remains unresolved, then all such unresolved disputes or differences shall be referred to the Executive Director/SBU Head of HPCL of the concerned department and the Director/ Owner / authorized Senior Official of the contractor/supplier for an amicable solution.

(ii) If any dispute or difference remains unsettled within sixty (60) days from the date on which either Party has served a written notice on the other Party making claims and for discussions, then the provisions of Part B (i.e. Conciliation) of this Clause shall apply.

(B) Conciliation

(i) All disputes and differences covered under the Conciliation Rules, 2019 arising out of or relating to this contract including its performance or interpretation, shall be fully and finally settled through Conciliation as per the Conciliation Rules, 2019 of HPCL, as amended from time to time.

(ii) The Conciliation Rules, 2019 of HPCL and any modification thereof shall be binding upon the Parties

(iii) The language of the conciliation shall be English;

(iv) The governing law of this contract shall be of India.

(v) In case the Conciliation fails, or if there are any disputes or differences which are not covered under Conciliation Rules, 2019, then the parties shall be f

ree to take appropriate legal remedies for adjudication of their disputes.

(vi) The Courts having jurisdiction over the place where the contract was performed, except for enforcement of decree/judgment, shall be the court having jurisdiction to adjudicate the disputes between the parties.”

12.0. GOVERNING LAW/ JURISDICTION:

The parties agree that GeM GTC clause on Governing Law/Jurisdiction shall stand deleted and replaced as follows:

The Vendor hereby agrees that the Courts situated in location given in tender header” shall have the jurisdiction to hear and determine all actions and proceedings arising out of this contract.”

13.0. RECOVERY OF SUMS DUE:

The following clause shall be in addition to the provisions of GeM GTC and shall form part of GTC:

Whenever any claim against the Vendor/Seller for payment of a sum of money arises out of or under the contract, the Corporation/Buyer shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the Vendor/Seller under this or any other contract with the Corporation/Buyer and should this sum be not sufficient to cover the recoverable amount, the Vendor/Seller shall pay to the Corporation/Buyer on demand the balance remaining due.

14.0. TERMINATION/ CANCELLATION AND RISK PURCHASE:

In addition to the termination/cancellation provisions contained in GeM GTC, the following provisions shall apply:

a. The Corporation/Buyer reserves the right to cancel this purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part with a written notice to the vendor if:

i. The vendor/Seller fails to comply with the terms of this purchase order.

ii. The vendor/Seller fails to deliver the goods on time and / or replace the rejected goods promptly.

iii. The Vendor/Seller becomes bankrupt or goes into liquidation.

iv. The vendor/Seller makes a general assignment for the benefit of creditors.

v. A receiver is appointed for any of the property owned by the vendor.

b. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the Purchase Order and matters connected with it. The vendor/Seller is aware that the said goods are required by the Corporation/Buyer for the ultimate purpose of materials production and that non delivery may cause loss of production and consequently loss of profit to the Corporation/Buyer.

c. Therefore, in case of Termination of the contract, Corporation/Buyer shall have the right to carry out the unexecuted portion of the supply/work either by themselves or through any other vendor(s)/contractor(s) at the risk and cost of the vendor/Seller/contractor. In view of paucity of time, Corporation/Buyer shall have

e the right to place such unexecuted portion of the supply/work on any nominated vendor(s)/contractor(s). However, the overall liability of the vendor/Seller/Contractor shall be restricted to 100% of the total contract value.

d. The provision of this clause shall not prejudice the right of the Corporation/Buyer from invoking the provisions of Liquidated Damages.”

15.0. HOLIDAY LISTING:

The guidelines for Holiday Listing as adopted and available on HPCL website shall be applicable to all tenders floated and all Purchase Orders/Contracts placed by HPCL

16.0. OTHER TERMS AND CONDITIONS – As per GeM GTC.

17.0. CONTACT PERSONS

a. For Technical queries

Ms. Gedela Vidya; Senior Manager - Materials
Hindustan Petroleum Corporation Limited,

Visakh Refinery, Malkapuram,

Visakhapatnam – 530011,

Ph: 0891-289 4322

Email: gvidya@hpcl.in

Mr. Kasireddi Sreedhar; DGM - Materials
Hindustan Petroleum Corporation Limited,
Visakh Refinery, Malkapuram,
Visakhapatnam – 530011,
Ph: 0891-289 4321
E-Mail: sreedhar@hpcl.in

b. For commercial queries

Ms. Sreeram Manasa; Engineer- Materials,
Hindustan Petroleum Corporation Limited,
Visakh Refinery, Malkapuram,
Visakhapatnam – 530011,

Tel: 0891 - 289 4343

e-mail: sreeram.manasa@hpcl.in

Ms. Anita Konchada; Ch. Manager-Materials,
Hindustan Petroleum Corporation Limited,
Visakh Refinery, Malkapuram,
Visakhapatnam – 530011
Tel: 0891 - 289 4327
e-mail: anitakonchanda@hpcl.in

18.0. MODE OF BIDDING

- a. The Vendor(s) should quote ***unit delivered rate*** against each tender line item (***inclusive of all taxes and extras***) basis the technical specifications and tender terms and conditions.
- b. Vendor(s) are allowed to quote only in INR and order shall not be placed on foreign vendor(s). Any such bids wherein request is made to place order on overseas vendors shall be rejected.
- c. Basis of evaluation: **Overall Lowest**
- d. Please note that prices shall be mentioned only in the page exclusive for Price updation. Offers where prices are mentioned at any other place other than the Priced Bid shall be summarily REJECTED.

APPLICABILITY OF TCS ON GOODS

Government of India, Ministry of Finance has notified the implementation of Tax collection at Source (TCS) under Section 206C (1H) of the Income Tax Act 1961, effective 1st October 2020.

BIDDERS TO NOTE THE FOLLOWING:

1. Bidders shall not quote TCS rate/amount anywhere in their bid; otherwise the bid is liable to be rejected. TCS claim to be made on Face of Invoices/Debit note and routed through BTS.
2. **Tax Collection at Source u/s 206C (1H) of Income Tax Act 1961:**

A Seller of Goods ("Vendor") within the requirement of Sec.206C (1H) of Income Tax Act, 1961, shall claim applicable Tax Collected at Source ("TCS") in the Invoice to be issued to HPCL or can claim the same through mutually agreed separate document. The payment of such TCS shall be made by HPCL once TCS amount deposited by vendor with the Tax authorities is reflected in Tax Credit Portal [Form 26AS] of HPCL. HPCL's PAN Number for the purpose of TCS is **AAA CH1118B** which is required to be uploaded by the Vendor for every TCS deposit.

The Vendor is obliged to claim TCS as per the extant statutory provision. HPCL shall be liable to reimburse appropriate TCS only. HPCL shall not be made liable for reimbursement of any higher TCS mistakenly deposited by the Vendor or in case any wrong deposit of TCS is made by the Vendor to the Tax authorities on account of HPCL. The Vendor shall be solely responsible for compliance of TCS provisions, viz., its collection at appropriate percentage, its remittance to T

ax Authorities, filing of applicable/appropriate returns in stipulated time and issuance of TCS Certificate to HPCL matching with TCS collected by it from HPCL

Any liability, claim, proceedings regarding and arising out of TCS compliance shall be the sole responsibility of Vendor. In case any such claim, liability, proceedings are initiated against HPCL, which are solely attributable to the non-compliance of Vendor with the TCS provision, the Vendor undertakes to indemnify HPCL against all such claims, liabilities and proceedings. Further, HPCL shall be entitled to deduct any such additional payment liability from the running bill of the Vendor or its total outstanding.

Usage of TReDS Platform by MSME Vendors:

The Government has introduced Trade Receivable e-Discounting System (TReDS) which is a platform approved by Reserve Bank of India specially for Micro, Small and Medium Enterprises (MSMEs) to ease and facilitate constraints faced by them in obtaining adequate working capital finance, particularly in terms of their ability to convert their trade receivables into liquid funds.

To facilitate the same, HPCL has been registered as Buyer with all Five RBI recognized TReDS platform provider as below:

- 1) Invoice Mart (A.TREDS Ltd)
- 2) RXIL (Receivables Exchange of India Ltd)
- 3) M1 Exchange (MYND Solutions Pvt Ltd)
- 4) C2TReDS (C2F0 Factoring Solutions Pvt Ltd)
- 5) DTX (KredX Platform Private Limited)

All MSE vendors with UDYAM REGISTRATION CERTIFICATE (UDYAM) are MANDATORILY required to get themselves registered with any one or all of the aforesaid TReDS platforms upon receipt of LOA/PO. In case any Vendor is not updated as MSE in HPCL System, same needs to be updated basis valid UDYAM Certificate to enable TReDS onboarding.

HPCL has in place mechanism for TReDS discounting option for vendors onboarded with platforms while processing payments post PO placement.

अस्वीकरण/Disclaimer

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

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The

Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने

व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---