बिड संख्या/Bid Number: GEM/2026/B/8183420
दिनांक /Dated: 25-10-2026

## बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 04-11-2026 12:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 05-11-2026 12:00:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 120 (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 | HOD Email id :erp.gem.proc@hpcl.in<br>Buyer Email id: shuham.gupta@hpcl.in |
| कुल मात्रा/Total Quantity | 2 |
| वस्तु श्रेणी /Item Category | Online UPS (>10 KVA) Without Battery (Q2) |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover | No |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover | No |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document<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 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 | 2 |

| बिड विवरण/Bid Details | |
|---|---|
| **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** | 1 |
| **बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled** | No |
| **बिड का प्रकार/Type of Bid** | Two Packet Bid |
| **तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation** | 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 |
| **Payment Timelines** | Payments shall be made to the Seller within **21** days of issue of consignee receipt-cum-acceptance certificate (CRAC) 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**

| | |
|---|---|
| एडवाईजरी बैंक/Advisory Bank | ICICI |
| ईएमडी राशि/EMD Amount | 105000 |

**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). | 15 |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).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.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

**लाभार्थी /Beneficiary :**

HPCL
TENDER BOX at CPO-NZ, 6TH FLOOR, SCOPE MINAR, CORE-II, NORTH TOWER, LAXMI NAGAR, DELHI-110092
(Hindustan Petroleum Corporation Limited)

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

**एमएसई खरीद वरीयता/MSE Purchase Preference**

| | |
|---|---|
| एमएसई खरीद वरीयता/MSE Purchase Preference | No |

**एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE**

| | |
|---|---|
| सक्षम प्राधिकारी का नाम/Name of Competent Authority | PR approving authority |
| सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority | PR APPROVINGAUTHORITY |
| सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority | Bathinda terminal |
| सीए अनुमोदन संख्या/CA Approval Number | No splitting |
| सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date | 21-10-2026 |
| सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority | the Approval Granted by Competent Authority of same |

Competent Authority Approval for not opting Micro and Small Enterprises Preference : View Document

**एमआईआई खरीद वरीयता/MII Purchase Preference**

| | |
|---|---|
| एमआईआई खरीद वरीयता/MII Purchase Preference | No |

**एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII**

| | |
|---|---|
| सक्षम प्राधिकारी का नाम/Name of Competent Authority | mopng circular |
| सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority | mopng circular |
| सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority | mopng circular |
| सीए अनुमोदन संख्या/CA Approval Number | mopng circular |
| सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date | 26-04-2022 |

| | |
|---|---|
| सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority | as per mopng circular , small purchase upto 1 cr is exempted |

Competent Authority Approval for not opting Make In India Preference : View Document

**ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details**

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

1. 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.

## Online UPS (>10 KVA) Without Battery ( 2 pieces )

**तकनीकी विशिष्टियाँ /Technical Specifications**

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

| विवरण/Specification | विशिष्टि का नाम /Specification Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|---|---|---|
| Performance Parameters | **Rating (in KVA)** | 30 |
| | **Input Voltage (AC, 50 Hz)** | Three Phase, 300 V - 450V |
| | **Output Voltage (AC, 50 Hz)** | Three Phase, 415V±1% (Variable range: 380V - 415V) |
| Construction | **Availability of Inbuilt Isolation Transformer** | Yes |
| | Minimum Overload Capacity of Online UPS | 120% of Rating in KVA for 10 minutes |
| Features | Ingress Protection | IP20, IP21 Or higher |
| Operating Conditions | Operating Temperature Range (Lower Limit) | - 5°C to 0°C |
| | Operating Temperature Range (Upper Limit) | 35°C to 40°C |

**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---|---|---|---|---|
| 1 | Vivek Kumar Saroj | 151001,HPCL Bathinda Installation, Phoos Mandi, Bathinda-151001 | 2 | 56 |

**Buyer added Bid Specific Additional Scope of Work**

| क्र.सं./S.No. | Document Title | Description | रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items |
|---|---|---|---|
| 1 | Tender document - PQC for qualification<br>View | Tender document -PQC for qualification | Online UPS (>10 KVA) Without Battery(2) |
| 2 | SCope of job and special term condition<br>View | SCope of job and special term condition | Online UPS (>10 KVA) Without Battery(2) |
| 3 | HPCL GTC<br>View | HPCL GTC | Online UPS (>10 KVA) Without Battery(2) |
| 4 | Technical specification<br>View | Technical specification | Online UPS (>10 KVA) Without Battery(2) |
| 5 | ISB EMD<br>View | ISB EMD | Online UPS (>10 KVA) Without Battery(2) |

**The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.**

**Special terms and conditions-Version:2 effective from 17-03-2026 for category Online UPS (>10 KVA) Without Battery**

1. **1.** In addition to General Terms and Conditions of GeM, the following Special T&C shall be applicable with reference to Installation and Commissioning.

   **Note to Seller:** Installation and Commissioning shall involve all the interconnections, any cabling between power source, switch boards within 3 metre range for input power and connecting Output power in the Scope of seller.

   **Note to Buyer:** Buyer will ensure well ventilated/covered site/room having requisite power points/distribution board to provide input power to UPS as well as to take out power from UPS within 3 metre of the location of UPS placement.

   **Note:** The above is indicative and any incidental requirement related to above responsibilities shall also be considered in the responsibilities of Buyer and Seller as applicable.

**2.** The Total VAH may be determined as:

Total VAH = 1600 × UPS Capacity (kVA) × Backup Time (hours).

The factor 1600 is a combined efficiency and battery utilisation constant used to determine the Minimum Guaranteed VAH (Volt-Ampere-Hour) for the UPS system as per standard industry practice.

## 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 (Increased quantity ÷ Original quantity) × 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. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

3. **Generic**

   Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

4. **Generic**

   1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
   2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
   3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

5. **Certificates**

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

6. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   1) NOTE TO BIDDER :-

   a) Vendor has to quote the entire amount including all taxes (GST and extras) against each items c onsidering all services/supply as detailed in scope of job and tender terms and conditions of bid.

   b) While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

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

d) Bidders are advised to carefully review the BOQ, item specifications, Scope of Work, PQC, SLA, payment terms, and all other documents attached to the bid before participating in the tender.

e) Order validity: The order will be valid for 6 months from the date of LOI/PO/GeM Contract which ever is earlier.

f) To avail benefits offered to MSE bidders like EMD exemption, PQC relaxation etc. bidder must h ave valid UDYAM registration valid as on bid due date. All other MSE certificates like UDYOG, NSIC, EM-II or UAM registration etc. are no longer acceptable.

Bidder to ref. the security deposit clause/Performance Security for tender as mentioned below only:-

g) SD/CPBG/Performance Gaurntee/security :

• Successful vendors will be required to furnish Security Deposit of 2% of total contract value in th e form of epayment/Bank Guarantee in favour of Hindustan Petroleum Corp Ltd, within 15 days fr om the date of intimation of acceptance of their tender, failing which HPCL shall:- (a) if the bidder has commenced the work/supplies, deduct the same from the first and subsequent Running Accou nt Bill(s) of the Bidder/ Contractor and (b) if the bidder does not commence the work/supplies, can cel the Contract and forfeit the EMD. Security deposit shall be refunded upon completion of the wo rks in all respects. The same shall not carry any interest.

• Additionally, Performance Guarantee/Security – 5% of contract value

• Alternatively, Composite Performance Bank Guarantee (CPBG) for 5% of PO value will be accept ed in lieu of Security Deposit and Performance Guarantee/security; such CPBG shall be valid up to a period of 3 months beyond the expiry of defect liability period.

• Original Bank Guarantee towards CPBG is required to be submitted to respective consignee of th eir respective schedule

• A vendor who wishes to submit a bank guarantee (BG) towards Security Deposit (SD)/Composite Performance Bank Guarantee (CPBG)/Advances/ towards any other requirement of the tender, is r equired to ensure that

(i) The issuing bank is on SFMS platform

(ii) BG contains following details:

a. Beneficiary’s bank Name: ICICI Bank

b. ISFC Code: ICIC0000393.

c. HPCL’s Customer ID: HPCL508902133NO

(iii) Attach a copy of SFMS Delivery Report showing HPCL customer ID in row/field number 7037 of SFMS D elivery Report. FIELD NO. 7037 OF 760COV TO BE UPDATED WITH HPCL508902133NO

h) Vendor shall submit either security deposit as 2% and Performance Guarantee /Performance se curity as 5% OR CPBG of 5% towards Performance Guarantee inclusive of Security Deposit shall be accepted.

**EMD SUBMISSION:**

1.1 Bidder shall furnish as part of its bid, a Bid Security(#), in original form and, in the amount and currency specified above or requisite document for exemption from Bid Security, as applicable. Any bid not accompanied with a requisite Bid security or the Bid Security not being for the required amount or Bids without requisite Bid security exemption document, shall be summarily rejected by HPCL. Format of Bank Guarantee for Bid Security is provided in Bidding Forms.

EMD can be submitted in the form of:

1) BG

**Bidders to note that EMD through Bank Guarantee (BG in HPCL format only) is acceptable. However, EMD through cash,Fixed deposit,Demand Draft (DD)) is not acceptable.**

1.2 Bids must be accompanied with the Bid security(#) as mentioned above in the form of non-revocable Bank Guarantee from any Indian Scheduled Bank (other than Co-operative Bank) included in the attached list of banks acceptable to HPCL, in favour of “Hindustan Petroleum Corporation Limited” **payable at Mumbai** (as per the format attached in the tender).

In case above EMD bank guarantee (in case of global tenders) is issued by foreign bank (should also be from the list attached with this NIT), the same will be confirmed by any Indian Scheduled Bank (other than Co-operative Bank) included in the bank list attached with this NIT.

Bidders are advised to instruct their banks not to post Bid Security directly to HPCL as the same has to be deposited as explained below.

The place of encashment of BG shall be Mumbai.

**Banking details for BG issuance is:**

Beneficiary Bank Name : ICICI Bank LIMITED

Branch Address : 163 BACKBAY RECLAMATION, MUMBAI 400020

IFSC Code : ICIC0000393

Telephone Number : 022 - 67574314 / 4322

Email ID : tradekcm@icicibank.com

Beneficiary : HINDUSTAN PETROLEUM CORPORATION LIMITED

HPCL Customer ID : 508902133

Issuing bank should sent SFMS confirmation to ICICI Bank Limited with IFSC Code ICIC0000393.

**The concerned bidder is advised to take a print-out of SFMS Delivery Report from the B**

**G Issuing Bank Branch and attach copy of the same along with the hard copy of BG whil e submitting the same to HPCL**

**Note:** Beneficiary & Bank details provided above are only for submission of Bank Guarantee. This account should not be used for submission of EMD amount via any form of e-payment. In case a b idder makes e-payment to above bank account, the bid will be considered without EMD and thus will be rejected.

As per GeM GTC, Bid Security (#) in the form of BG as scanned copy shall be uploaded by bidder i n the online bid and**, in original**, must be deposited on or before bid due date, in the tender box p rovided at following address:

**Tender Box**

**HPCL**

**6th Floor, Core 2,**

**Scope Minar,**

**Laxmi Nagar, Delhi 110092**

“Bid Security/EMD exemption document uploaded at GeM shall be acceptable in lieu of EMD exem ption subject to verification of authenticity of the same”.

1.3 In case of an incorporated JV, the Bid Security shall be submitted by the incorporated JV in origi nal form and, “in the amount and currency” specified above.

1.4 HPCL shall not pay any interest on Bid Security furnished. Further, in case bank guarantee sub mitted is found to be fake, bid of such bidder shall be rejected and may initiate action as deemed necessary as per HPCL prevailing policy.

1.5 The bid security shall be valid for six (6) months beyond the original due date for submission o f bids, or beyond any period of extension if requested under Clause 17.2 of ITB.

1.6 Bid securities of the unsuccessful bidders should be returned at the earliest after opening of th e price bids and approval of L1 bid and in any case, latest by the 30th day after the award of the c ontract. Bid security should be refunded to the successful bidder on receipt of a performance secu rity. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders d uring first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of r esult of first stage i.e. technical evaluation etc. However, in case HPCL decides to cancel / annul th e Enquiry / bidding document at any stage during the bidding process but before the award of wor k/ items (as applicable), EMD of the bidders shall be returned at the earliest from the date of such decision

1.7 Bid Security received late due to any reasons shall not be accepted and the bid will be rejecte d.

1.8 In case bidder quotes for more than one schedule, the requirement of bid security amount shal l be on cumulative basis if applicable. In case of short fall in submitted bid security, complete offer shall be liable for rejection.

**Earnest Money Deposit (EMD):**

Tenders received without Earnest Money Deposit will be rejected.

Exceptions:

The following categories of tenderers are exempted from EMD (Bid Security):

a. Public Sector Enterprises

b. Vendors registered as Micro / Small Enterprises (MSEs)

c. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)

d. Categories as per GeM GTC.

For this purpose, in the event of the tendering company being a Public Sector Enterprise, a declara tion to that effect and in the case of Vendors registered as MSEs, a copy of the relevant registratio n certificate or other such document specified by Government of India (currently Udyam Registrati on Certificate) to be submitted.

In cases of EMD exemption, Bidders shall sign a Bid securing declaration accepting that if they wit hdraw or modify their Bids during the period of validity, or if they are awarded the contract and th ey fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, they will be suspended for a period of one year f rom being eligible to submit Bids/ Proposals for contracts with the Procurement Authority. If Bid de claration is not given, such bids shall be rejected.

The EMD shall be paid in the form of Bank Guarantee in the prescribed proforma issued by a Sche duled Bank in India (other than co-operative banks). EMD should be valid for 45 days beyond the b id validity. GeM GTC/procedures shall be applicable for collection/refund of EMD. GeM GTC/procedures shall be applicable for collection/refund of EMD.

Original EMD in a sealed cover, clearly superscribed with Tender No., Due date and time on the en velope, should reach to the following address before the due date and time specified in the tender/ addendums thereto otherwise bid will be rejected

**Address: TENDER BOX at CPO-NZ, 6TH FLOOR, SCOPE MINAR, CORE-II , NORTH TOWER, LAXMI NAGAR, DELHI-110092**

**3. EMD FORFEITURE:**

**The bid security shall be forfeited:**

**a) if a bidder withdraws its bid during the period of bid validity, or any extension t hereto provided by the bidder; or submits multiple bids in accordance on his own modif ies his bid during the period of bid validity; or**

**b) If the Information/ documents forming basis of evaluation submitted by the bidd er in the bid is found to be false/ forged in accordance with relevant provisions provide d in Bidding Document.**

**c) Any other provision specifically mentioned in the Bidding Document .**

**DISCLAIMER: - Besides above, Owner reserves the right to forfeit the EMD of bidder (in case EMD is applicable) and take further action as per corporation's (HPCL's) policy in c ase bidder deviates from his submitted offer / adopt unfair practices.**

## Usage of TReDS Platform by MSE Vendors

The Government has introduced Trade Receivable e-Discounting System (TReDS) which is a platform appr

oved by the 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 four RBI recognized TReDS platform pro vider as below:

- Invoice Mart (A.TREDS Ltd)
- M1 Exchange (Mynd Solutions)
- RXIL (Receivables Exchange of India Ltd)
- C2Treds
- DTX (KredX Platform private Limited)

All MSME vendors with UDYAM REGISTRATION CERTIFICATE must mandatorily get themselves registered w ith any one or all of the aforesaid TReDS platforms to avail benefit of TReDS bill discounting facility. HPCL has also enabled TReDS discounting option in its Bill Tracking System (BTS) for ease of process during pay ments post PO placement.

l) All bidders were requested to submit all the declaration to be duly filled and signed as a part of Technica l Evaluation. All the declarations are attached under BUYER UPLOADED ATC DOCUMENTS

K) **STC for Inclusion of Insurance Surety Bond (ISB)**

Insurance Surety Bond issued from Insurance Regulatory and Development Authority of India (IRDAI) regulated Insurance Company only can be submitted towards EMD (B id Security).

Insurance Surety Bond issued from Insurance Surety Bond from Insurance Regulatory and Development Authority of India (IRDAI) regulated Insurance Company only can b e submitted against Performance Security or Composite Performance Security in lieu

of Security Deposit and deduction of retention money. Bidders who wish to submit In surance Surety Bond towards EMD, Performance Security or Composite Performance Security in lieu of Security Deposit and deduction of retention money, 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

Insurance Surety Bond should be issued in Prescribed format only. Insurance Surety Bond submitted otherwise in Prescribed Format is liable to be rejected.

**“Unless otherwise specified, in case of conflict, HPCL’s General Terms and Condition (HPCL GT C) shall take precedence over GEM’s General Terms and Conditions (GeM GTC)”**

**Additional Clauses in BG:Bidders are required to submit the EMD Bank Guarantee / ISBG / e-BG strictly in the specified HPCL standard format (given in Tender document) only. Any deviation, addition, or deletion in the clauses of the standard format shall not be accepted and shall ren**

**der the bid liable for rejection**

**PENALTIES FOR NON-COMPLIANCE OF SAFETY PARAMETERS**

1. The contractor has to take precautions to implement all provisions of Safety requirements of HPCL. In cas e of non-compliance of procedure, HPCL shall impose the following penalties on the contractor and such pe nalties imposed will be deducted from their running/final bill. EIC or any other authorized personnel of HPC L are authorized for imposition of penalties.

2. Safety violations resulting in any reportable physical injury as per Factories Act, a penalty of 0.5 0% of contract value (Minimum Rs. 1,00,000/- (Rs. One lakh only) and Maximum of Rs. 2,00,000/ - (Rs. Two lakhs only)) per injury shall be levied. In addition to the above, penalty for safety violat ion as given below shall be levied by HPCL.

3. Safety violations resulting in a Fatal Accident, a penalty of 1.0% of contract value (Minimum Rs. 2,00,000 (Rs. Two lakhs only) and Maximum of Rs. 10,00,000/- (Rs. Ten lakhs only)) per fatality s hall be levied.

The rate of above penalty shall be double in case of violation of above acts more than once during th e contract period. In addition, HPCL reserves the right to cancel the Purchase Order and put Cont ractor on holiday list on above violations depending on the severity of the act/ incident even on f irst occurrence.

Technical Description:

| Specification | Description |
|---|---|
| Rating (in KVA) | 30 |
| Input Voltage (AV, 50Hz) | Three Phase, 300 V – 450V |
| Output Voltage (AC, 50Hz) | Single Phase, 230V ± 1% |
| Availability of Inbuilt Isolation Transfo rmer | Yes |
| Overall Efficiency (in %) | 80% - 90% |
| Minimum Overload Capacity of Online UPS | 120% of Rating in KVA for 10 minutes |
| Operating Temperature Range (Lowe r Limit) | - 5°C to 0°C |
| Operating Temperature Range (Uppe r Limit) | 45°C to 50°C |
| Minimum Relative Humidity (Non-Con densing at 40 deg C) [in %] | 85 |
| Availability of test report from Central Government Lab/ NABL accredited LA B / ILAC accredited LAB to prove conf ormity of the specification | Yes |

| | |
|---|---|
| Agreed to furnish all the test reports and certificates to be buyer on demand | Yes |

- The scope of erection & commissioning of supplied UPS systems and all related accessories shall cover supply of cable and all necessary cables and connectors from UPS to Battery banks, cables & connectors from UPS to vendor supplied ACDB, Earthing cables & connectors from UPS, ACDB & battery banks to the nearest earth point in the equipment room, glanding and termination for complete installation of the system. Party to specify respective ratings of cables along with sizing calculation after placement of PO.
- It is Bidder’s responsibility to plan a site visit for planning/finalizing the exact cable requirement & other installation & commissioning activities as per site condition during bidding stage.
- Earthing of ACDB/ UPS is under scope of bidder. Extending Earthing cable from Equipment room to owner's earthing point is under scope of Bidder.
- All performance checks after installation are to be done at site as per direction of EIC. Necessary reports to be made by contractor upon checking and to be signed by EIC.
- Since the location is running plant, Contractor to replace old system with least possible disturbances on the load side and to have minimum possible shutdown of equipment. To ensure the same, contractor Page 9 of 14 to examine & arrange suitable temporary standalone UPS system; existing battery banks, if suitable for this purpose may be used for back up during the changeover phase from existing UPS to new UPS. Upon successful Installation and Commissioning of the new UPS, contractor to dismantle and take back the temporary UPS along with them. All necessary cables for the temporary back up purpose are to be arranged by the party.
- Dismantling of the Owner's Existing UPS and battery bank from Equipment room and Shifting of the dismantled UPS & battery bank to the Owners appointed store/location is under the scope of the contractor. Contractor to install the new UPS & battery bank at the same location as per the direction of EIC. Necessary space to be created by contractor by dismantling/moving/shifting existing setup of Battery Banks inside the same room if required as per site conditions.
- System engineering & Documentation: Installation, operation & maintenance manuals to be provided with the supply. Manuals shall be thoroughly indexed, fully illustrative and assembled in hard cover ring binders. The contents of the manuals shall include the following as minimum: i. ii. iii. iv. v. vi. vii. viii. ix. x. xi.

  i. Full equipment specification, technical literature of UPS and battery.

  ii. General arrangement drawing identifying all parts and accessories of each equipment.

  iii. Detailed parts list of each equipment/ instrument.

  iv. The technical literature shall cover all details of control cards, drawings, output

  v. Characteristic curves, delay and trip settings, wave forms etc.

  vi. Installation and wiring instructions and procedures.

  vii. Operation, maintenance and calibration instructions and procedures.

  viii. Wiring and termination diagrams (applicable).

  ix. Detailed functional description of the equipment.

  x. Certificates and test reports covering factory and site tests.

  xi. Assembly drawings
- Shifting of materials inside installation room is under scope of bidder. In event of any damage occurring from the time of dismantling to shifting/ during installation and commissioning, vendor to rectify the same at his own cost.
- The UPS system and battery bank shall be installed as per manufacturer's instructions, manuals, drawings and directions of the Site Engineer/ Engineer-in-Charge.

- The bidder shall be responsible for complete installation and testing of UPS system. Exact routing of cables , control wirings and the location of control points and equipment shall be governed by the location of othe r installed equipment, structural conditions, and obstructions. All wirings and instruments installation shall be done so as to be readily accessible for inspection and maintenance.
- Site Acceptance test of UPS to be conducted at sites. Contractor to submit SAT procedure for approval.

**Note:**

- **Defect Liability Period (DLP):**

  The Defect Liability Period shall be **twelve (12) months**,
  - Time completion period: -
    Supply period: - 8 weeks from the date of LOI/PO/GeM Contract whichever is earlier.
- **Liquidated Damages:** In case of any delay in services from the date of requisition, HPCL shall be entitled to be paid Liquidated Damages by the Contractor. The liquidated damages shall be initially at the rate of 0 .5% (half percent) of the cost of PO and for every week of the delay subject to a maximum of 5% of the tot al cost of PO. (and for part of the week, a pro rata LD amount shall be applicable).
  - **Payment terms: -**
    100% of the payment will be released within 21 days on making the system good & working in all respects through installation of above-mentioned items.
  - Security deposit/PBG/Retention as per HPCL GTC
  - **PO Validity:** 6 months from date of LOI/PO/GeM Bid whichever is earlier.

Consignee Address:

1. Bhatinda Terminal

   Hindustan Petroleum Corporation Limited

   Bulk POL Depot

   Phoos Mandi

   Mansa Road

   Bhatinda – 151001

2. Contact Person Details

   Gurjeet Singh

   Manager-Operations

   Bhatinda Terminal

   Mob No. 9992026710

## Pre-Qualification Criteria:

Bidders with sound technical and financial capabilities fulfilling the qualifyingrequire ments stated herein may participate in this tender.

1) The following are the **Financial** and **Technical Pre-Quali fication Criteria**:

### a) Financial:

i. The Average Annual Financial Turnover during the last three (3) years ending on 31.03.2026 shall be minimum as per following. While computing the annual turnover, other income shall not be considered.

| **Schedule** | **Average Annual financial turnover during the last 3 years, ending 31st March 2026, should be at least INR (in Lakh) of respective schedule for NON-MSE Bidders** | **Average Annual financial turnover during the last 3 years, ending 31st March 2026, should be at least INR (in Lakh) of respective schedule for MSE Bidders** |
|---|---|---|
| **Schedule1** | 6.36 | 5.41 |

ii. Average turnover for the period of last 3 years shall be determined by summing up the annual turnover of each financial year and dividing the sum by three. In the event a bidder does not have turnover in any one or two of the years within the last 3 years, the turnover for that/ those years shall be taken as Nil and the average turnover will be calculated by considering the denominator as 3 years to determine the conformity to the turnover criteria.

iii. The bidder has to submit Audited Financial Statements for the last 3 immediately completed financial year's viz. 2023-24, 2024-25 & 2025-26.

iv. All audited financial documents, certificate towards turnover / net worth / working capital etc issued by CA should mandatorily **.**

v. The turnover sheet of respective financial year certified by CA which should mandatorily carry UDIN number as per government norms otherwise financial turnover of respective financial year will be considered zero.

vi. Based on his turnover, if the bidder is not required to get their financial statements audited, bidder is required to submit certificate (with UDIN) from Chartered Accountant (CA) specifically mentioning that the bidder is not required to get its accounts audited under section 44 AB of the Income tax act 1961. The certificate from CA should mention net worth / turnover / working capital along with IT returns. All documents to be duly stamped and signed by the bidder

*In case where the audited result for the last financialyear,i.e.**31st March 2026** as on date of submission of the tender is not available, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluation the financial parameters subject to submission of a Certificate signed by CEO/CFO/Partner/Proprietor of the Bidder stating that the financial results of the last financial year of the Company/Firm are under audit as on the due date of submission of the bid.*

**b) Technical:**

i. Bidder should have successfully carried out and completed similar work during the last 7 years ending 30/09/2026, which experience should be any one of the following:

| Schedule | One similar (*) completed work each costing not less than the following amount (In Rs. Lakhs) of respective schedule for NON-MSE Bidders. | One similar (*) completed work each costing not less than the following amount (In Rs. Lakhs) of respective schedule for MSE Bidders |
|---|---|---|
| Schedule1 | 8.47 | 7.20 |

**Similar work mentioned in clause 1.b.i. shall mean**

***Similar works Requirement: "Supply,Installation, Erection and Commissioing of UPS to any Govt/PSU/Quasi Govt/any private firm listed on NSE-BSE .**

**For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of bid opening.**

***NOTES:***

**A. Bidder shall furnish documentary evidence i.e. copies of work orders/ relevant pages of contract, completion certificate, annual reports containing audited balance sheets and profit & loss accounts statement, in the first instance itself, in support of their fulfilling the qualification criteria. HPCL reserve the right to complete the evaluation based on the details furnished without**

**seeking any additional information.**

B. Bidders are required to meet both the above criteria viz., Financial 1(a) Technical 1(b) as applicable for respective schedules to be met for qualification of bidders for the schedule/ schedules. Bids not meeting an y of the above criteria shall be rejected.

C. Only completed Work/Purchase orders will be considered.

D. Submission of the Purchase Order / Work Order is mandatory and it should clearly mention the details of work executed/supplies made by th e vendor so as to enable us to identify whether the vendor meets the te chnical criteria stipulated above or not.

E. The Completion Certificate for completed works should be certified by the owner/client (for whom the work order has been executed) in su pport of meeting the technical criteria as stipulated above. If consultant s are issuing certificates, then bidders shall provide documentary evide nce of appointment of consultant by the Owner/client failing to which th e offer shall be rejected. This clause shall be read in conjunction with Cl ause “K” below. Completion certificate from end user shall have details of PO Number / Contract Agreement No, date of commencement, date of completion, Value of PO, Value of Job completed and brief description of Job executed in support of meeting the technical criteria as stipulated above. In case of Certified invoices in ii) above, submitted in lieu of Co mpletion certificates, the same shall have the references of Work order /Contract agreement else they will not be considered for evaluation. Bid der shall submit documentary evidence for all the points mentioned ab ove.

F. Successfully carried out & Completed Work referred in this PQC wo uld be scrutinized as follows:

a. Only successfully completed works shall be considered.

b. Value of similar work executed during the last 7 years endi ng last day of month previous to the one in which applications a re invited would only be considered.

G. Works of Maintenance and Works carried out under Sub-Contract wi thout consent from Owner, will not be considered as Similar Completed Work.

H. For the purpose of determining the period, the work order/call up o

rder date shall be considered. That is, work orders offered towards PQC – Technical should be dated within a period of last 7 years as per the P QC Clause.

I. All work orders offered towards PQC – Technical should be suppor ted by Completion Certificate or Certified bills or Proof of Payment.

J. Relaxation to Startups is not applicable for this tender .

K. For the purpose of PQC, Separate work orders against a single ten der meeting the criteria will also be considered as single similar work fo r bid evaluation.

L. Bidders are allowed to bid for a single or multiple Schedules. In cas e bidder bids for a single Schedule, PQC Financial Criteria and Technical Criteria as specified for that Schedule need to be complied with. In case bidder bids for multiple Schedules, bidder needs to meet PQC Financial and Technical Criteria for all such Schedules on additive basis.

M. Criteria for prior experience and prior turnover (PQC) shall be relaxe d by 15% for Micro and Small Enterprises subject to meeting the prescri bed quality and technical specification of the tendered items/ services. MSE certificate issued by authority mentioned in Public procurement po licy of MSEs – 2012 to be submitted by Micro and Small Enterprises

1) Parties who are affiliates of one another can decide which Affiliate will make a bid. Only one affiliate may submit a bid. Tw o or more affiliates are not permitted to make separate bids dire ctly or indirectly. If 2 or more affiliates submit a bid, then any on e or all of them are liable for disqualification.

“Affiliate” of a Party shall mean any company or legal entity which:

i) Controls either directly or indirectly a Party, or

ii) Which is controlled directly or indirectly by a Party; or

iii) Is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a Party. “Cont rol” means actual control or ownership of at least a 50% voting o r other controlling interest that gives the power to direct, or cau se of direction of the management and material business decisi ons of the controlled entity.

2) Bids may be submitted by:

i) A single person/ entity (called sole bidder);

ii) A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business.

iii) Subsidiaries / Affiliates of Indian of foreign companies.

3) Fulfillment of Eligibility criteria and certain additional conditions in respect of each of the above types of bidders are stated below, respectively**:**

i) The bidders (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfil each eligibility criteria on individual / combined basis.

ii) In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfil each eligibility criteria or any one constituent member/ promoter of such a JV shall fulfil each eligibility criteria. If the bid is received with the proposal that one constituent member/ promoter fulfils each eligibility criteria, then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.

iii) Subsidiaries / Affiliates of Indian of foreign companies which are registered in India and having manufacturing facilities or establishment towards providing services in India are allowed to participate in this tender, subject to meeting the local content provisions as per the **MII** clause enclosed with this tender. Such entities can participate either on the basis of their credentials (Technical & Financial) or on the basis of the credentials (Technical or Financial) of their parent/ affiliate company, as per the Qualification Criteria requirements applicable for this tender. However, the Indian subsidiary/ affiliate must meet at least one of the Qualification Criteria, either Technical or Financial.

In case the parent/ affiliate company is from a country which shares a land bo rder with India, then the subsidiary/ affiliate company will be eligible to bid in t his tender only if the parent/ affiliate company is registered with the Compete nt Authority constituted by the Department for Promotion of Industry and Inte rnal Trade (DPIIT).

**4) Procedure of Tender Finalisation :**

i. Tender shall be finalized on Schedule wise “Lowest Quoted Rate (LQR)” b asis.

**5) Information/Documents required along with the Bid Doc ument:**

The Bidders have to submit the following documents in support of the Pre-qualification requirement:

**a) Documents in respect of Financial PQC:**

i. Audited Balance Sheet – (self-certified)

ii. Audited Profit and Loss account (self-certified)

iii. Audited Profit and Loss account/Balance sheet shall h ave the UDIN number of CA mentioned on statement itsel f.

The bidder has to submit Audited Financial Statements for the last 3 immediately completed financial year’s viz. 2023-24, 2024-25 & 2025 -26.

*In case where the audited result for the last financialyear,i.e.31st Mar ch 2026 as on date of submission of the tender is not available, the aud ited results of three consecutive financial years preceding the last fina ncial year shall be considered for evaluation the financial parameters s ubject to submission of a Certificate signed by CEO/CFO/Partner/Propri etor of the Bidder stating that the financial results of the last financial year of the Company/Firm are under audit as on the due date of submi ssion of the bid.*

**b) Documents in respect of Technical Experience & specific criteria:**

i. Mandatory Document #: Purchase Order or Work O rder and

ii. Any One of the below mentioned documents:

a. Certificate of Completion of Work order $$ OR

b. Certified bills $$ with Proof of payment $$

iii. In case, the Purchase/work Order / certified bills cont ain other items / works outside the bid qualification cr iteria of this bid document then, the bidder shall sepa rate the relevant items and submit a statement accor dingly.

*# - Submission of the Purchase Order /Work Order is mandatory and it should clearly mention the details of jobs carried out by t*

*he*
*vendor so as to enable us to identify whether the vendor meets t he technical criteria stipulated above or not.*

*$$ -The Completion Certificate, Certified bills, Proof of Payment and any other document submitted in lieu of the documents sou ght at Sr. No. 2 above should be certified by the owner/client (fo r whom the job has been executed) specifically having mention of the jobs carried out in support of meeting the technical criteri a as stipulated above. If consultants are issuing certificates, the n bidders shall provide documentary evidence of appointment of consultant by the client failing which the offer shall be rejected.*

**c) <u>Other Documents:</u>**

**a.** GST registration certificate

**b.** MSME/NSIC certificate if applicable.

**c.** Permanent Account Number (PAN) Card

d) Supporting Documents pertaining to Pre-Qualificati on Criteria namely PQC–Technical & PQC–Financial have to be u ploaded as per the provisions made in the GeM portal.

e) Bidder shall furnish documentary evidence (separa tely for each work order in support of their fulfilling the qualifyin g requirements.

f) Bidders are required to submit the details pertainin g to Financial & Technical Criteria along with the supporting doc uments.

g) The Bidder shall be in a position to furnish the origi nal documents corresponding to the Copies submitted in respect of Pre-Qualification Criteria (Technical) and Pre-Qualification Crit eria (Financial).

h) HPCL reserves the right to seek original documents or any additional information from bidders, in addition to details furnished in original bid to complete the evaluation.

**i) Post submission of Bids, Bidder shall not be allowed to furnish any new experience details not includ ed in experience list furnished in their Bid. Bidders are r equested to submit all qualification details along with re**

**levant supporting authenticated documents at the first i nstance itself. No additional document pertaining to tech nical/financial PQC shall be accepted post due date of th e tender. However, HPCL also reserves the right to seek clarification/document with reference to originally submi tted document for completing evaluation, if so required.**

Note:

· Bids received without the above required certificates/ documents are liable for rejection. All these certificates/documents shall be duly s elf -attested .

**General Eligibility and Qualification conditions**

i) All eligible bidders meeting the eligibility criteria as defined tender document can participate in the tender.

ii) A firm determined non-performing by the Corporation shall not be eligible to bid d uring the period so determined.

iii) Even if a bidder meets the eligibility criteria and PQC, he shall be subject to disqu alification if he or any of the constituent partners is found to have:

a. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;

b. records of poor performance during the last five years, as on the date of applicati on, such as abandoning the work, rescission of the contract for reasons which are att ributable to non-performance of the contractor, inordinate delays in completion, con sistent history of litigation resulting in awards against the contractor or any of the co nstituents, or financial failure due to bankruptcy, (The rescission of a contract of ven ture JV on account of reasons other than non- performance, such as the most experi enced partner (major partner) of JV pulling out) and so on:

.

7. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document 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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

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

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

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

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

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

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

**---धन्यवाद/Thank You---**