



# बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-12-2025 13:00:00	
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-12-2025 13:30:00	
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)	
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas	
विभाग का नाम/Department Name	Na	
संगठन का नाम/Organisation Name	Hindustan Petroleum Corporation Ltd	
कार्यालय का नाम/Office Name	Petroleum House	
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - SUV; 3800 Km/Month for 10 Hours/day 7 days a week; Outstation , Monthly Basis Cab & Taxi Hiring Services - SUV; 4500 Km/Month for 24 Hours/day 7 days a week; Outstation 24*7 , Short Term Cab & Taxi Hiring Services - Premium SUV; Outstation; 250 km/day for 12 hours	
अनुबंध अविध /Contract Period	2 Year(s)	
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	9 Lakh (s)	
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption 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), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No	

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
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
लागू आरसीएम/RCM Applicable	Yes
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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
र्इएमडी विवरण/EMD Detail	

#### ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	200000

# ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	2.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	27

<sup>(</sup>a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। 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.

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

# लाभार्थी /Beneficiary :

HINDUSTAN PETROLEUM CORPORATION LIMITED

Petroleum House, NA, Hindustan Petroleum Corporation Ltd, Ministry of Petroleum and Natural Gas (Hindustan Petroleum Corporation Limited)

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

# एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

- 1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 2. 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.

# जीएसटी की धारा 9(3)।/Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM, unregistered seller, seller registered under composition scheme) will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

# जीएसटी की धारा 9(3)। / Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM, unregistered seller, seller registered under composition scheme) will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Geographic Presence in States: Andhra Pradesh and Telangana

Scope of Work: 1764566575.pdf

# Monthly Basis Cab & Taxi Hiring Services - SUV; 3800 Km/Month For 10 Hours/day 7 Days A Week; Outstation ( 1 )

# तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values	
कोर / Core		
Vehicle Type SUV		

विवरण/ Specification	मूल्य/ Values	
Type of car (Please select at least 3 options)	Mahindra Scorpio , Mahindra Bolero	
Usage Variant	3800 Km/Month for 10 Hours/day 7 days a week	
Type of Service	Outstation	
Year of Vehicle Model	Jan- 2023 or later	
Km Travelled	As per tender document	
Air Conditioning Requirement	A/C	
Area of Operation	Hilly + Plain Area	
Fuel Type	Diesel	
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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# इनप्ट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RC M Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकार 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	Yes

# अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

# परेषिती /रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	uरेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer पता/Address		संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Sunkaraboina Swathi	508213,HPCL, VVSPL-Suryapet Booster Station, IMAMPET, SURYAPET - 508213	1	<ul> <li>Duration in Months for which service is required : 24</li> </ul>

# Monthly Basis Cab & Taxi Hiring Services - SUV; 4500 Km/Month For 24 Hours/day 7 Days A Week; Outstation 24\*7 ( 1 )

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values	
कोर / Core		
Vehicle Type	SUV	
Type of car (Please select at least 3 options)	Mahindra Scorpio , Mahindra Bolero	
Usage Variant	4500 Km/Month for 24 Hours/day 7 days a week	
Type of Service	Outstation 24*7	
Year of Vehicle Model	Jan- 2023 or later	
Km Travelled	As per tender document	
Air Conditioning Requirement	A/C	
Area of Operation	Hilly + Plain Area	
Fuel Type	Diesel	
एडऑन /Addon(s)		

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price	No
defined by Buyer	No

# इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RC M Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकार 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	Yes

# अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

# परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement	
1	Sunkaraboina Swathi	508213,HPCL, VVSPL-Suryapet Booster Station, IMAMPET, SURYAPET - 508213	1	Duration in Months for which service is required : 24	

Short Term Cab & Taxi Hiring Services - Premium SUV; Outstation; 250 Km/day For 12

# Hours (1)

# तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values				
कोर / Core					
Vehicle Type	Premium SUV				
Type of car (Please select at least 3 options)	Toyota Innova				
Type of Service	Outstation				
Usage Variant	250 km/day for 12 hours				
Year of Vehicle Model	January 2024 or later				
Km Travelled	As per tender document				
Air Conditioning Requirement	A/C				
Area of Operation	Hilly + Plain Area				
Fuel Type	Diesel				
एडऑन /Addon(s)					
अतिरिक्त विवरण /Additional Details					
Type of Trip (One-way/Return)	Return				

# 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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# इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RC M Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकार 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	Yes

# अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

# परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	ਧਗ/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Sunkaraboina Swathi	508213,HPCL, VVSPL-Suryapet Booster Station, IMAMPET, SURYAPET - 508213	1	Duration in Days within contract period for which service is required: 30

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

#### 1. Generic

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

#### 2. Generic

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including addons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

# 3. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 4. Generic

**Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

# 5. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

#### 6. 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.

#### 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Scope of Job involves Supply of Vehicles on hire basis to Visakha Vijayawada Secunderabad Pipeline (VVSPL) - **Suryapet Booster Station (SBS), Suryapet, Telangana.** 

#### 1. PR SI. No: 1 & 2 Hiring of Vehicle 10 hrs, 24 hrs:

The Vehicles need to ply on various types of roads viz. National highways, State highways, City roads, District roads, Village roads, kacha roads etc. both in cities and remote villages all along the VVSPL Pipeline as per HP L's requirement.

**HPCL will pay ONLY the hire charges as applicable.** All the expenses like salaries of drivers employed including medical tests, uniform to drivers, fuel, oil, batteries, consumables, maintenance of vehicles, road tax, is surance, fitness, road permit etc. including any other incidental charges will be on Contractors' Scope and NO extra payment shall be made by HPCL. The decision of HPCL is final in this regard.

The bidders are advised to understand the scope of job and get their doubts, if any, clarified from the Officer-lorange/Location In-Charge before quoting for the bid. Each of the Vehicles shouldn't have travelled more than 1,00,000KM by the time of deployment under this contract.

#### Vehicles to be supplied:

S. No.	Vehicle Description	Qty	Model	Duty Hours	Assured Mileage/Mo nth
1	Mahindra Scorpio / Bolero or equivalent – Diesel vehicle model	1	Jan- 2023 or later	10 Hrs/Day 7 days a week	3800 Km/Month (Refer Attachment-II(STC))
2	Mahindra Scorpio / Bolero or equivalent – Diesel vehicle model	1	Jan- 2023 or later	24 Hrs/Day 7 days a week	4500 Km/Month (Refer Attachment-II(STC))

#### NOTE:

a. Please refer Attachment-II: Special Terms & Conditions (STC) for more details of vehicles, drivers etc.

# 2. PR SI. No 3: Extra Kms for 10 Hrs. Vehicle:

Extra Kilometers for 10 hrs. vehicles over & above the assured mileage of 3800 kms. For calculations on extra kilometers refer Attachment-II (Special Terms and Conditions).

# 3. PR Sl. No 4: Extra Kms for 24 Hrs:

Extra Kilometers for 24 hrs. vehicles over & above the assured mileage of 4500 kms. For calculations on extra kilometers refer Attachment-II (Special Terms and Conditions).

### 4. PR SI. No 5: Overtime charges for 10 hrs. vehicle driver:

Basis on requirement, if vehicle is used beyond 10 hrs., then extra payment will be made for additional hours. These additional hours have to be duly certified by Officer-In-Charge.

### 5. PR SI. No 6: Night Halt Charges for 10 hrs vehicle driver:

Outstation Night Halt charges for 10 hrs vehicle, when vehicle is required to stay overnight at a location other than the reporting location as per attached Scope of Job / Special Terms & Conditions (Attachment-II).

# 6. PR SI. No 7: Hiring of Vehicle on need basis upto 250 km/day for 12 hours

Hiring of vehicle (AC) on need basis as and when required for mileage of 250km per day and 12 hours a day b asis including Sundays/ Holidays as and when required. Vehicles to be provided are Toyota Innova Model or equivalent (Model: January 2024 or later).

**7.** PR SI. No 8 Toll & Parking charges reimbursement: Reimbursement of Toll Charges and Parking Charges are reimbursed at actuals subjected to submission of valid proof. Toll charges shall be reimbursed only ag ainst Fast Tag deductions. refer Attachment-II (Special Terms & Conditions).

#### **Important Note:**

#### A. Medical Test for drivers

The contractor shall ensure that the driver is subjected to general medical check-up every one year as per fac ories act for routine blood sugar test, urine test, eye test for night / color blindness and routine ear test. Fitnes s proof certificates are to be submitted to engineer in-charge yearly. The above tests have to be done in repured laboratories and has to be vetted by a physician. The contractor has to maintain the register for the documentary proof of medical records and a copy of the same to be submitted with the yearly running month's bill to EIC. If the contractor fails to perform the tests mentioned with in the time frame, then an amount of Rs. 500 per week will be deducted in the bills up to maximum of 0.5% of PO value if not carried out within a month from the date of LOA/PO released date.

**B.** Police Verification of all the drivers to be submitted to OIC within 15 days after placing the LOI/PO. If th contactor fails to submit the police verification with in the time frame, a penalty of Rs.500 per we ek will be deducted from the bill up to 0.5% of the PO value.

### C. Contractor has to provide the following:

i) Two pairs of stitched uniform per year to be provided

NOTE: Expenses towards the above (SI NO: A, B, C) are also required to be considered & included by the bidder while quoting the bid against SI. No 1 &2 of PR. No extra payment shall be paid for he above (SI NO: A, B, C) to the bidder from M/s HPCL other than that was quoted in tender.

Note: Vendor should ensure all workmen should wear uniform as mentioned in Pt No: C before attending for the duties as applicable.

If the contactor fails to supply the above items with in the time frame, a penalty of Rs.500 per we ek will be deducted from the bill up to 0.5% of the PO value (PO with GST)

# 8. PR SI No.9 Diesel Escalation Charges:

# I. PRICE VARIATION CLAUSE

The rates accepted by HPCL in the contract will remain firm & fixed for the duration of the contract a nd extension if any.

However, following method will be adopted to compensate for periodic variations in the price of Diesel in each month:

- i. Monthly Avg. rate of diesel will be taken in to consideration for arriving at variation in diesel p rice.
- ii. No change in rates up to 99 paise variation in Diesel price from the base price.
- iii. For an upward variation (i.e. increase in Diesel price) of 1 Rupee or more from the base price, the amount payable will be:

(Actual Km logged during the month) X Z

Where Z is the variation in price from the base price.

This amount will be paid on monthly basis on actual Km logged in that month post prices variation.

In case of downward variation (i.e. decrease in prices of Diesel) of 1 Rupee or more from the base price, an amount as calculated above will be deducted from the monthly bill.

Base price of Diesel for this contract will be taken as price of diesel at Suryapet City on t ender due date/extended due date and govern all escalation/ de-escalation calculations in case of variation in diesel prices. Rate will be mentioned in the Purchase Order.

# **ATTACHMENT-II SPECIAL TERMS AND CONDITIONS**

1. Contract Period of this tender is 24 Months from the date of deployment of the vehicle serices as advised by OIC upon successful placement of purchase order

#### 2. Vehicle Registration:

a. Vehicle registered on the Name of Contractor / firm:

During the entire Contract Period, at least one nos. of regular vehicles owned and registered (as per RC book records) in the name of Contractor or with his firm and same shall be ensured by the contra ctor before deployment of vehicles to HPCL service. Moreover, for balance vehicle (2<sup>nd</sup> vehicle), if n ot owned by the bidder, an undertaking by the vehicle owner(s) in favor of the bidder shall be submitted to HPCL at the time of deployment/ replacement of vehicles in the format given in Annexure-I. N on-compliance of this compulsory obligation shall be treated seriously and penalty of minimum Rs. 1000 per day per vehicle shall be imposed for violating the condition. Contractor shall submit the copy of necessary documents to prove ownership of the vehicles.

The vendor shall ensure deployment of all vehicles under the contract into service, as per the directi ons of Officer-in-Charge, on the PO Start Date as intimated by HPCL. Bidder shall make proper arrang ement with third party for ensuring continuous availability of vehicle for M/s HPCL throughout the ye ar i.e., including Sundays and Holidays.

b. Vehicle owned by third party:

Contractor can deploy the vehicles from own or third parties for initial 30 days of 4 years old from th e date of LOA/commencement of the contract. From  $31^{\rm st}$  day at least one owned or firm vehicle and one  $3^{\rm rd}$  party vehicle to be deployed with TOURIST REGISTRATION (YELLOW PLATE). Maximum 1 of the regular vehicle can be provided from the third parties. Non-compliance of this condition shall att

- ract penalty as mentioned in above point. Contractor shall make proper arrangement with third part y for ensuring continuous availability of vehicle for M/s HPCL. Contract shall also submit the copy of agreement entered with third party as per Annexure-I. M/s HPCL shall have no liability or responsibility towards the third party and only deal with the contractor.
- The contractor can temporarily deploy vehicle models equivalent to Mahindra Scorpio / Bolero (not old r than 5 years) for the first 30 days from the date of LOI/ Purchase order/ Communication from HPCL. The contractor shall provide the specified vehicles as per the Model/Make/conditions of the contract, within 3 0 days from the commencement of contract, failing which, a penalty of Rs. 1000 /- per day of delay per vehicle shall be recovered from the 31<sup>St</sup> day of commencement of the contract. If the vehicles are not placed within 30 days from the commencement of the LOA or from the date of commencement of the contract, HPCL reserves the right to cancel the purchase order and forfeit Security Deposit. Without assigning any reasons whatsoever. However, after 31<sup>St</sup> day of the commencement of the contract / Communication 1 om the officer-Incharge, the vehicle deployment should be as per the specifications in tender terms and onditions including all the registration and other documentation as applicable to run a vehicle (Like RC, I UC, INSURANCE, ROAD TAX, etc)
- 4. The contractor shall have an address for correspondence with mobile facility, contractor shall be gener ally available over his mobile whenever required especially in night.
- 5. The tendered/Ordered quantities are indicative and approximate and same may vary as per requireme t of HPCL during tendering or at the time of placement of PO. Also, the above services in full or in Part m y be sought in phased manner at discretion of HPCL even after placement of PO. Payment shall be made for actual certified quantities only. HPCL reserves the right to take partial quantities and foreclose/short close the order. No claims shall be entertained by HPCL on this account, whatsoever, at a later date.
- 6. Before submitting the offer against this tender, it is advised to the vendor to visit the site VVSPL-SBS (suryapet Booster Station) for complete understanding of the scope of work and work exigencies. No escalation in quoted rates shall be entertained at a later date as all quoted prices are firm & fixed till corplete execution of the P.O.
- 7. The supplied vehicle shall be registered as TOURIST VEHICLE (Yellow Plate) with the respective RTA. C uotation shall be inclusive of all taxes required for running the vehicle in the state of Telangana and And hra Pradesh. If vehicle provided is not registered as Tourist Vehicle within 1 month from the start of PO, enalty of Rs. 150 per day per vehicle shall be imposed from the 31st day and it will be deducted from monthly bill.

# 8. Along with bid, vendor has to submit following documents:

**a.** Vendor to attach Tourist Vehicle Taxi Permits, Vehicles Registration documents, PUC certificate, I nsurance documents, physical fitness certificates that he is having on his name along with unpricebid.

In case of failure of submission of above valid documents along with bid, respective bids will be rejected.

9. Both The vehicles to be reported at following location:

**Hindustan Petroleum Corporation Limited** 

**VVSPL Suryapet Booster Station,** 

Imampet Village, Suryapet, Telangana- 508213.

Opening & Closing Mileage and Time for the Vehicle(s) shall be reckoned from the Reporting Location/Time only.

- 10. The contractor to note that the location of reporting of the vehicle may change at a later date by locati n in-charge or his authorized representative basis the requirement during the contract period and no ext a charges will be paid by HPCL towards the same.
- 11. The 24 Hrs and 10 Hrs vehicles may also be used for Maintenance activities and Night inspections in ROU by security personnel and Officers at the discretion of HPCL and hence shall be available in road wo thy condition all times. In case of refusal of the same by the party, alternate arrangements shall be mad and all such expenses shall be debited to the party and the decision of HPCL is final in this regard and bi ding on the party. During the vehicle service period alternate vehicle to be provided as a replacement vehicle to be provided as a replacement vehicle to be provided as a replacement vehicle.

hicle without any delay.

- 12. In HPCL, the vendors who were allotted the PO and were not competent enough to handle in previous I Os (Vehicle Service PO) are not eligible to participate for this bid.
- 13. The Vehicle(s) supplied shall be in good condition and road worthy.
- 14. Both Vehicles should be equipped with "FAST TAG"
- 15. The contractor shall display a mark "ON DUTY HPCL" on the front and back side of all the vehicles at I s cost for making the vehicle distinguishable from a distance
- 16. Vehicle(s) shall be available to HPCL for all SEVEN days in the Week and contractor shall take care of the eir weekly offs by providing relief Drivers. No extra payment shall be provided to relief drivers by HPCL. Reporting time will be as per the instructions of HPCL from time to time.
- 17. Servicing /Maintenance of the Vehicle(s) shall be well planned in advance so as to provide smooth and rouble-free service as per the Contract. Alternate/ substitute vehicle meeting the requirements specified for regular vehicle only will be supplied by the contractor in such cases of servicing /Maintenance.
- 18. In case of any Vehicle breakdown and the Contractor is NOT able to provide suitable and acceptable al ernative within one hour, HPCL will be free to hire Vehicle or any other available alternative transport. He re charges for the vehicle or pro-rata rate whichever is higher will be recovered from the contractors' bil and the decision of HPCL is final in this regard.
- 19. Additional vehicles if required on daily basis will be engaged on the same rates, terms and conditions. he rates for hiring of vehicle on daily basis shall be as per the pro-rata rate for the day.
- 20. Driver(s) should be healthy, punctual, well dressed, and well behaved. Driver(s) shall not consume or b under the influence of alcoholic drinks
- 21. Contractor shall immediately replace any driver found not healthy, not good or drunk.
- 22. Driver shall always carry following documents:
  - a. Original Driving License
  - b. Batch Number (Issued by RTO for driving tourist permit vehicle)
  - c. Original Vehicle Registration Book
  - d. Road Tax payment
  - e. Valid PUC Certificate
  - f. Original Valid Insurance Policy
  - g. Police verification certificates
  - h. Physical Fitness Certificate including eye vision

#### All above documents shall be in ORIGINAL and valid/current.

Note: Copies of all above original documents to be shown by successful bidder to HPCL Officer- In Charge before start of vehicle services. One set of all above documents of both vehicles and drivers to submitted to HPCL officer-In Charge before commencement of first trip as er P.O Terms & Conditions. In case of failing to submit above documents P.O services will not be started and penalty of Rs.500/- day will be deducted and alternate vehicles to be provided ill documents are submitted.

- 23. In any case of not maintaining documents and vehicle is stopped/halted by police/RTO officials then all ernate vehicle to be arranged immediately.
- 24. Drivers shall carry mobile phones with them and shall be traceable round the clock. HPCL may call the ehicles during exigencies beyond the stipulated working hours also and drivers with the vehicles should e available within a short notice.
- 25. Driver(s) shall have their own arrangements for Accommodation, Coffee /Tea, Breakfast, Lunch, and Dirner for Normal duty, extra hours of working, outstation visits and Night halts etc. Contractor shall always

ensure that Driver has enough money for Fuel, Repairs, for his Stay, Food etc. Minimum Sufficient amount in Fast-tag account for both vehicles is to be maintained

- 26. The vendor shall submit a written **affidavit on Rs 100.00 non judicial stamp paper** in the prescribe d format given by HPCL that he shall agree to fulfil all obligations pertaining to statutory provisions and ll other terms and conditions of the subject PO without fail. In case if the affidavit is not submitted within one week from the date of PO, then HPCL shall reserve all rights to terminate the PO without assigning a y reasons further and the decision of HPCL is final in this regard and binding on the vendor.
- 27. Drivers cannot be changed without the consent of the officer concerned/ Location In-charge. In case of change in driver, police verification certificates and medical fitness certificates of the replaced driver to e submitted to concerned HPCL officer prior to change.
- 28. Drivers should be available on mobile phone at all times while on duty. In case of change of mobile nun ber, the concerned driver should intimate the control room (SBS) immediately without fail.
- 29. No of drivers per vehicle per day to be employed by the contractor

1. 10 Hrs Vehicle : 1 driver

2. 24 Hrs Vehicle : 2 drivers

- 30. In case of non-availability of a Vehicle during the Contract period, equivalent Vehicle of same model or ater (as per contract) may be accepted by HPCL. Frequent changes of Vehicle/ Driver will not be accepted. Change of Vehicle / Driver shall be done only with prior permission from Contractor to HPCL officer on submission of all required documents.
- 31. a) Log book should be maintained by Driver on day-to-day basis and signature on the same shall be obtained from the Reporting Officer/Officer who utilized the vehicle on daily basis. The Logbook format s hould be as approved by HPCL.
  - b) For pro-rata calculation, one month will be considered as 30 days ONLY.
  - c) Both the vehicles have to complete the Assured monthly Mileage and shall be binding to ply the ehicle for additional kilometers as specified in the tender.
- 32. In case the late reporting of the vehicle by more than 20 Minutes than the stipulated reporting time as advise by HPCL with sufficient fuel, then HPCL shall have the right to send back the vehicle and hire a vehicle at the risk and cost of the party.
- 33. Contractor shall ensure the availability of sufficient fuel for all types of ROU travel activities at all times Failing which a Penalty amount of Rs 500 per day per vehicle shall be deducted. Contractor shall note that the kilometres used only for filling fuel shall not be logged into the HPCL consumed kilometres.
- 34. **PAYMENT TERMS:** Payment will be made once in a month in electronic mode (i.e. E Payment) within 1 5 (Fifteen) days after receipt of invoice & BTS subjected to submission of all valid statutory documents a nd proofs, Certified Vehicle log Sheets. In the absence of furnishing records as mentioned, the bill will no be processed and will be constrained to take suitable action against the vendor. For the purpose of verification, the vendor shall show all original documents to HPCL officer at the time of submission of bill.
- 35. Within fifteen (15) days of the receipt of notification of award from HPCL, the successful bidder shall co mply with the requirement of Security Deposit/Contract Performance Bank Guarantee (issued by a bank rom the list of banks whose bank guarantees are acceptable to the HPCL) as per General Terms & Condi ons Supply (GTC Supply)

# **36. PRICE VARIATION**

The rates accepted by HPCL in the Contract shall remain FIRM and FIXED.

# 37. ASSURED MILEAGE

The Contractor is required to supply vehicle with assured mileage per quarter for each vehicle as mentioned in Schedule of Rates under respective items. For each vehicle, over and above the specified assured mileage per quarter, the extra mileage will be paid as per unit rate quoted by the contractor in Schedule of Rates. Monthly bills will be processed on lump sum monthly mileage rate as per SOR and a dditional mileage will be paid at the end of quarter (3 months) after adjustment of assured mileage for quarterly basis for each vehicle. In other words, the actual amount payable will be recalculated during the 3rd month of each quarter and the money paid in first 2 months will be adjusted be ore making payment for 3rd month.

Assured Mileage for vehicle on 10 Hours Operation shall be 11400 Kms per quarter.

Assured Mileage for vehicle on 24 Hours Operation shall be 13500 Kms per quarter.

The following <u>example</u> will explain the modus of operation:

(i) In case of assured Mileage for 24 hrs vehicle of 13500 KMs in a quarter (say) & monthly assured mileage of 4500 Kms (say):

Monthly Hire Charges, for 4500 KM Say: Rs. 45000 /- (amount mentioned is only for example purpose)

Additional Mileage Rate, say : Rs. 10 per Km.

A. Mileage in 1st month : 4300 Km.

Amount to be paid in 1st month : Rs.45000 /-

B. Mileage in 2nd month : 4700 Km.

Amount to be paid in 2nd month : Rs. 45000/-

Case 1

Mileage in 3rd month : 4500 Km.

Total Mileage for 3 months : 4300+4700+4500 = 13500 km

Amount payable for the guarter : 135000 /-

Amount to be released in 3rd month : 135000 - (45000+45000) =Rs.45000/-

Case 2

Mileage in 3rd month : 4700 Km.

Total Mileage for 3 months : 4300+4700+4700 = 13700 km

Amount payable for the quarter : Rs.137000/-

Amount to be released in 3rd month : 137000 - (45000+45000) =Rs.47000/-

Case 3

Mileage in 3rd month : 4300 Km.

Total Mileage for 3 months : 4300+4700+4700 = 13300 km

Amount payable for the quarter : Rs. 135000/- (Based on Assured Mileage)

Amount to be released in 3rd month : 135000-(45000+45000) = Rs.45000/-

**Note:** Similar calculations to carried out for 10 hrs Vehicle.

**Note:** In case any vehicle gets changed during the course of the quarter, the old vehicle and new Vehicle will be considered as a single vehicle for the purpose of calculating the quarterly mileage.

**Note:** Mileage reconciliation will be done separately for 10 hrs and 24 hrs vehicle.

# 38. CONTRACTOR'S FAILURE TO SUPPLY VEHICLE (S)

In case Contractor fails to supply Vehicle(s) as per Contract and /or fails to adhere to the terms and conditions of this Contract, for part or complete period, HPCL shall have the right to hire the Vehicle(s) through other age noise of its choice at the risk and cost of the Contractor. The additional cost involved in doing so shall be recovered/ adjusted from any money payable by HPCL to the Contractor and the decision of HPCL is final and binding on the contractor.

# 39. TOLL CHARGES & Parking Charges:

Parking Charges en-route paid by the Driver for the Vehicle on duty, Toll Charges deductions from FastTag, if ny, will be reimbursed against documentary proof along with Monthly bills ATTESTED by the HPCL officer. Toll charges shall be reimbursed only against FastTag deductions.

40. The Contractor shall at his own expense cover all the drivers engaged by him under "Pradhan Mantr Suraksha Bima Yojna" (PMSBY) and "Pradhan Mantri Jeevan Jyothi Bima Yojana" (PMJJBY) and submit proof of the same to HPCL. No special payment will be made by HPCL for the enrolment of thes scheme.

#### 41. SUB-CONTRACT / SUB-LETTING

Contractor shall not sublet, subcontract or assign the Contract awarded. If it comes to the notice of HP CL that the contract has been sublet or sub contracted, then HPCL has the right to terminate the contract without assigning any reasons.

#### 42. SAFETY & SECURITY

All the safety and security regulations and other statutory rules applicable in the area shall be meticul ously complied with. In the event of any damage caused due to non-observance of such rules and regulations, the contractor shall be solely responsible for the same and shall keep HPCL indemnified again st all losses and claims arising from the same.

#### 43. ACCIDENTS/DAMAGES/CLAIMS LIABILITIES

- In the event of any accident or damages while the vehicles are on duty, HPCL shall be completely f ree from the liability of any nature connected with the accident/damage. The contractor is fully and exclusively responsible for any damages to vehicles or any personal injury to driver or any other per son in the employment of the contractor, occupants of the vehicle or any third-party damage / claim s.
- The contractor will be solely responsible for any consequences under law, arising out of any accid ent caused by the vehicle /equipment to the property or personnel of HPCL. The contractor shall als o be responsible for any claim/compensation that arises due to damage/cause or injuries sustained by any third party/parties/including life, permanent injuries etc. by his/their vehicle(s), in addition to damages/death etc. The contractor shall reimburse on demand and without any demur the compens ation /damages if any sustained by the HPCL on this account.
- The contractor himself will be responsible for any damages to the vehicles, any personal injury to driver or any other person in the employment of contractors while vehicles are on HPCL duty. It is the responsibility of the contractor to inform the user of the vehicle as well as the Location In-charge, the occurrence of any accident involving his vehicle, as early as possible to avoid any disruption of HPCL's operations & provide substitute vehicle. Absence of vehicle due to any accident shall not entitle the contractor for any exemptions from the liabilities of the contract whatsoever and arrangement of the alternative/substitute is the responsibility of the contractor

# 44. TERMINATION OF CONTRACT (IN FULL OR PART)

The HPCL inter alia may terminate the contract for any or all of the following reasons that the contractor:

- a) has abandoned the work/contract.
- b) has neglected or failed to observe and perform all or any of the terms acts, matters or things under this contract to be observed and performed by the contractor.
- c) has sublet any part of the Contract.
- d) has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the HPCL.
- e) has stopped attending to work without any prior notice and prior permission for a period of 15

days.

- f) has become untraceable.
- g) has without authority acted in violation of the terms and conditions of this contract and has co mmitted breach of terms of the contract in best judgment of the HPCL.
- h) has been declared insolvent / bankrupt.
- 45. HPCL may also terminate the contract at any stage without giving any reason, by giving one month not ce.
- 46. HPCL, on termination of such contract, shall have the right to appropriate the Security
  - Deposit furnished by the contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.
- 47. HPCL shall have the right to carry out the unexecuted portion of work either by themselves or through other agencies at the cost of the Contractor.
- 48. When the contract is terminated by HPCL for all or any of the reasons mentioned above the Contract r shall not have any right to claim compensation on account of such termination.
- 49. Vendor has to ensure thorough and regular sanitization of both the vehicles on daily basis and should maintain the vehicles in neat and clean condition.
- 50. Vendor has to ensure drivers deputed on both vehicles must read, speak and write telugu language an d should wear uniform during duty hours without fail.
- 51. Schedule of various penalties as mentioned in various clauses of this tender:

SI.No	Non-compliance of requirement	Amount of Penalty in Rs.
1	Driver not wearing uniform (per instance)	500
2	Non-payment of toll charges (per instance)	500
3	Non-submission of Police verification (per driver per complete d week)	500
4	Non-availability of Vehicle (per instance)	500 + Differential charge of hir ed vehicle
5	Insufficient fuel during trip	
6	Head light not working (per day)	500
7	Horn not working (per day)	500
8	Spare tyre not available/ready	
9	Non-compliance to Good seat covers (per day)	500
10	Late reporting of Vehicle	500
11	Driver mis-behaving/under alcoholic influence	500 and driver replacement

52. In case of any clarification the following officials can be contacted

Sh. Gangavarapu Ankaiah, Deputy General Manager- Pipeline

Phone: +91- 9985380943, email Id: ankaiahg@hpcl.in

Sh. Sampath Ganesh, Operations Officer

Phone: +91- 7827852391, email id: <a href="mailto:sampathganesh.samavedam@hpcl.in">sampathganesh.samavedam@hpcl.in</a>

# **ANNEXURE-1**

# PROVIDING VEHICLE SERVICES AT HPCL VVSPL-SURYAPET

I / We S/O Shri resident of o hereby solemnly affirm and declare as under:  1. That I / We are the owners of Vehicle bearing the following particulars						
S.No	RTO Registrati on No	Make & Mod el	Engine No.	Chassis No.	Owned by Tenderer or Attached	Owned by Tenderer or Attached
2. That I / We have attached / shall keep attached the above mentioned vehicle with M/S (Name of the tenderer) till the validity of Vehicles Services Contract awarded by (Name of the Comp ny) in favour of M/s(Name of the tender)  3. That during above period, M/S (Name of the tenderer) alone shall have all the rights						
3. That during above period, M/S(Name of the tenderer) alone shall have all the rights of operating the said vehicle and receiving consideration for such operation.						

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Verified that the contents of the above affidavit are true and correct to the best of my knowledge and belief. It o part of it is false and nothing has been concealed therein.

DEPONENT	
Verified at	on
Notary Public	

#### **ATTACHMENT-III SCHEDULE OF QUANTITIES**

S.No	Description	Qty.	UOM	Unit Rate	
1	Item No-1: Hiring of Vehicle 10 Hrs.	24	Month	Vendor to quote r	
2	Item No-2: Hiring of Vehicle 24 Hrs.	24	Month	ate	
3	Item No-3: Extra Kms for 10 Hrs Vehicle	6500	Km		
4	Item No-4: Extra Kms for 24 Hrs Vehicle	8000	Km	Quote for these it	
5	Item No-5: Overtime charges for 10 hrs vehicle	100	Hrs	<mark>ems</mark>	
6	Item No-6: Night Halt Charges for 10 hrs vehicle	100	Each		
7	Item No-7: Hiring of Vehicle on need basis	30	Day	Vendor to quote rate	
8	Item No-8: Toll and Parking Charges	25000	Each	Vendor need not Quote for these it ems	
9	Item No-9: Diesel Escalation Charges	50000	Each	Vendor need not Quote for these it ems	

Note: Bidder to quote only for line no. 1, 2 & 7 in GeM. Remaining line items will be added in HPC L SAP PO.

- 1. Line-Item No. 3 to Item No. 6, Line-item no.8,9 is fixed and reimbursed towards actual experses. Vendor need not to quote for these items.
- 2. Line item No 1 to line item No 7 and line-Item No. 9 are considered in PR with 5% rate of GS
- 3. GST not applicable for item No 8 (Toll and Parking Charges)

# **BID QUALIFICATION CRITERIA**

#### 1. Financial Criteria:

As per bidder's audited financial statements, bidder should have an average financial turnover of at least **8.96 Lakhs** for Non MSE bidders and **7.61 Lakhs** for MSE bidders during the last 3 financial years ending 31-03-2025.

Status of Bidders	Average Annual financial turnover during the last 3 years, ending 31 <sup>st</sup> March 2025, should be at least Rs. (In Lakhs)
For Non MSE Bidders	8.96
For MSE Bidders	7.61

In this regard the vendor has to submit Audited Financial statements for last 3 immediately completed financi I years i.e., 2024-25, 2023-24 and 2022-23. While computing the annual turnover, other income shall not be onsidered.

Average turnover shall be determined by summing up the annual turnover of each financial year and ividing the sum by three. In the event a bidder does not have turnover in any one or two of the years f the submitted financial 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 conormity to the turnover criteria.

# 2. GEOGRAPHICAL PRESENCE:

Bidder to submit proof of Geographical Presence for Andhra Pradesh/ Telangana State, any of the documents such as GST IN Registration/ UDHYAM Registration/ Registrar of Companies Registration/ Shops & Establishment Registration.

# 3. Technical Criteria:

Applicants shall have experience of having successfully carried out and completed similar work during the last 7 years ending last day of the month previous to the one in which applications are invited, wh ch experience shall be as below:

Status of Bidders	Experience should be any one of the following
For Non MSE Bidders	One similar work with at least 11.95 Lakhs Value
For MSE Bidders	One similar work with at least 10.15 Lakhs Value

# **Definition of similar work:**

Similar work means Providing "Passenger Vehicle Hiring Services" in India for any of the following:

- a. Central Public Sector Undertakings/ Public Sector Enterprises
- b. Public Sector Banks

- c. Publicly Listed Private Sector Banks
- d. Government Financial Institutions
- e. Public Limited Company
- f. Educational Institutions
- g. Government Organizations

Bidder shall submit both work order/purchase order & corresponding work completion certificate as proof of some.

<u>Criteria for prior experience and prior turnover (BQC) will be relaxed by 15% for Micro and Small Enterprises s bject to meeting the prescribed quality and technical specification of the tendered items/services.</u>

#### Note:

- 1. No other documents will be accepted for geographical presence except for the ones mentioned above. Bi ders not meeting Geographical presence criteria will be rejected.
- 2. All the above criteria viz. Financial and Technical and Geographical Presence criteria should be met for qualification of the bidder. Bidder not meeting any of the criteria above will be disqualified and their priced bid will not be opened. Party to upload copies of the dully audited financial turnover documents Also, the completion certificates of qualifying jobs as above. The Completion certificates should contain the details of the Purchase Order No., Purchase order date, Purchase Order value and Executed Work Value Relaxation of PQC for startups is not applicable for this tender.
- 3. Both of Financial and Technical criteria are relaxed by 15% for Micro and Small Enterprises subject for meeting the prescribed quality and technical specification of the tendered services.
- 4. In case the bidder fails to submit the documentary proof pertaining to the criteria mentioned above, the b will be rejected. In regard to submission of documents as a proof for qualifying in PQC, no queries shall be aised seeking new documents and only documents submitted along with the unpriced bid shall be taken ir o account. However, clarification on already submitted documents can be sought through queries if requir d.

8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

9. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment Click here to view the file.

# अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions

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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 <u>attacher</u> <u>categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
- 16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

This Bid is governed by the सामान्य नियम और शर्ते/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 शर्ते/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 भार 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 सक्ष प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसव अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GI clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border will 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 an 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---