

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	24-10-2025 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	24-10-2025 11:30:00
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 Coal
विभाग का नाम / Department Name	Coal India Limited
संगठन का नाम / Organisation Name	South Eastern Coalfields Limited
कार्यालय का नाम / Office Name	Secl Bilaspur Chhattisgarh
वस्तु श्रेणी / Item Category	Custom Bid for Services - CAMC of 18 nos 100 Te 6 load cell based fully electronic Road Weighbridges and 09 nos Khanij Online Set (PC& Laser Printer) installed at KOCP Kusmunda Area along with conversion from analog to digital loadcell system with ac..
समान श्रेणी / Similar Category	<ul style="list-style-type: none"> <li>Customized AMC/CMC for Pre-owned Products</li> </ul>
अनुबंध अवधि / Contract Period	3 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE 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	<p>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)</p> <p>*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</p>

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	4
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
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	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	7 Days
अनुमानित बिड मूल्य /Estimated Bid Value	18032760
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	AXIS BANK LTD
ईएमडी राशि/EMD Amount	75200

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	AXIS BANK LTD
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	39

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी 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.

**लाभार्थी /Beneficiary :**

SECL

SECL Bilaspur Chhattisgarh, COAL INDIA LIMITED, South Eastern Coalfields Limited, Ministry of Coal  
(Secl Kusmunda Area)

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

**एमआईआई अनुपालन/MII Compliance**

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

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.

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

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

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**

**Pre Qualification Criteria ( PQC ) etc if any required:**[1759927802.pdf](#)

**Scope of Work:**[1759927805.pdf](#)

**Payment Terms:**[1759927813.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1759927820.pdf](#)

**GEM Availability Report ( GAR):**[1759927824.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1759927827.pdf](#)

Instruction To Bidder:[1759928471.pdf](#)

**Custom Bid For Services - CAMC Of 18 Nos 100 Te 6 Load Cell Based Fully Electronic Road Weighbridges And 09 Nos Khanij Online Set (PC& Laser Printer) Installed At KOCP Kusmunda Area Along With Conversion From Analog To Digital Loadcell System With Ac.. ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	CAMC of 18 nos 100 Te 6 load cell based fully electronic Road Weighbridges and 09 nos Khanij Online Set (PC& Laser Printer) installed at KOCP Kusmunda Area along with conversion from analog to digital loadcell system with accessories and stamping
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>एडऑन /Addon(s)</b>	

**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
100%	NA

**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 / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Prasanta Panchanan Nandi	495454,SECL KUSMUNDA AREA	1	N/A

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

**1. Generic**

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

## 2. **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.

## 3. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

SECL KUSMUNDA AREA  
payable at  
SBI KUSMUNDA

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 4. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

SECL KUSMUNDA  
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

## 5. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

SECL KUSMUNDA  
Account No.  
11070549047  
IFSC Code  
SBIN0007405  
Bank Name  
State Bank of India  
Branch address  
SBI, Kusmunda, 495454, CG

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

## 6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

# 1. **Scope of Work:**

The Comprehensive Annual Maintenance Contract (CAMC) involves checking, repairs, servicing, maintenance of different make and type of Road weighbridges installed at K

usmunda Area of SECL. The details of locations, type details are given below in the

Table – A. The weighbridges as indicated in the list will be handed over to successful bidders in working condition with existing systems on as is where is basis. The commencement of CAMC for each Road weighbridge will be effective only after expiry of existing CAMC or from the actual date of site handover whichever is later. **Conversion of Analog to Digital Load cell, compatible Digitizer and other electronic instruments shall be done by the CAMC holder and stamping by Legal Metrological Department of the concerned State Government upon handing over the weighbridges after award of the CAMC.**

The CAMC also includes replacement of defective parts as and when required so that weighbridges are constantly kept in working order for weighment purpose. The payment to the maintenance contractor will be paid only on the basis of actual availability of the weighbridge in fully working status after deducting penalty, if any.

The bidder should submit point-wise compliance of all technical terms and conditions.

**It is mandatory for the bidder to submit along with the bid Copy of Model Approval granted by Legal Metrology Department, Govt. of India in respect of Digital Load cell, compatible Digital Weight Indicator and associated electronic instruments of the Weighbridge.**

It is also mandatory for the bidder to submit valid Repairer License for the weighbridges of the respective Districts/State of CG/MP issued by Legal Metrological Dept. (or Weights & Measure Dept.) Govt. of CG/MP where the weighbridges are installed OR submit copies documents towards applying renewal of repairing license before expiry of validity of license. The license submitted should be valid as on date of opening of the Bid.

## **(2) TERMS & CONDITIONS:**

- i) The CAMC of provisionally surveyed-off weighbridges during contract period shall be discontinued from the CAMC with proper intimation to the CAMC holder if provisionally surveyed off Weighbridge is no longer required for Weighment operation. The payment for the said weighbridge shall be made on pro-rata basis.**
- ii) Newly installed road weighbridges received against survey off shall come under Annual Maintenance Contract after completion of its warranty period with proper intimation to the contractor and the payment for CAMC shall be made on pro-rata basis.
- iii) The job includes checking, repairing, servicing and replacement of all defective parts listed below.
- iv) The repairing license should be valid throughout the contract period and

d timely renewal of the repairing license should be done by the successful bidder before the date of expiry of license.

- v) The Location of weighbridge may change within Area during the contract period and CAMC will be continued by the bidder at new location. Further SECL may handover any running weighbridge of similar capacity, with prior consent of the contractor, in lieu of any other weighbridge like survey off/discontinue/transfer/shifting) that has to be included in the existing contract.

vi) **TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF THE CONTRACT**

In case of failure by you to comply with any of the terms and conditions of the order and or in case of unsatisfactory performance by the contractor SECL reserves all the rights to terminate the contract wholly and without any advance notice to the contractor and also to impose suitable penalty including stoppage of payment of previous bills. SECL also reserves the right to foreclosure of the AMC in case the AMC is no longer required.

## **MAJOR PARTS:**

Following are the major parts of the weighbridges:

Load cells/Load Sensors, Digitizer, PC including VDU & Key Board, Printer etc .

## **MINOR PARTS:**

Following are the minor parts of the weighbridges in which the weighing process will not get affected and the printout could also be obtained. UPS System (without batteries), CVT and Stabilizer, jambo display etc.

- i) All the consumable items such as printer, ribbons/cartridge, Computer stationery etc, are excluded from the scope of the CAMC.
- ii) It will be the responsibility of the maintenance contractor to maintain a adequate quantity of critical spares to reduce the down time of the system.
- iii) The maintenance of Air Conditioner of the weigh-cabin and batteries including checking of water level, specific gravity of electrolyte shall be responsibility of employer. The up-keeping and maintenance of weigh cabin, water drainage system, earth pits, cleaning of pits, weighbridge platform and surroundings shall be responsibility of employer. The employer is also responsible for maintaining stable 03 phase power supply to the weigh cabin to avoid malfunction/damage of equipments due to voltage fluctuation.
- iv) The successful maintenance contractor shall deploy trained service engineers for attending breakdown calls, preventive maintenance and stamping etc., The ratio of weighbridges to Service Engineer / Technical staff should be less than or equal to 6:1.

Minimum number of posting of service engineer in any Area should be:

- 01 Number for number of weighbridges up to 6,
- 02 Numbers for number of Service Engineers for weighbridges up to 12,
- 03 Numbers for number of Service Engineers for weighbridges up to 18.
- **If Numbers of Weighbridges exceeds 18 then if decimal part**

**of is greater than and equals to 0.5, then 01 number of additional trained service engineers shall be deployed in addition to Integer Part of the above formula.**

The service engineers/technical persons in the ratio of 6: 1 i.e. one skilled manpower for six weighbridges needs to be deployed at Kusmunda Area and the salary details of them with PF statements also needs to be submitted at the time of submitting the bills.

All Travel and other expenses for the persons deployed by the CAMC holder are included in the Comprehensive Annual Maintenance Contract (CAMC) rates. The CAMC contractor shall also undertake to train the persons deployed by employer at the weighbridges for day-to-day operation and maintenance.

Successful Bidder will submit name & contact details including Mobile Number/s of the Service Engineers to be deployed in the Area. Service Engineers should carry Identity Card from the Comprehensive Annual Maintenance Contract (CAMC) Holder.

v) It is the responsibility of the successful bidder prepare the road weighbridges for stamping / verification by Legal Metrological department once in a year for road weighbridges/ as and when required or after major damage of the equipments. However, the fees required to be paid for such verification /certification shall be paid by employer.

The tests weights shall be provided by employer. The test weights can be used by the maintenance contractor free of charges.

vi) The old spares parts which are required to be replaced by new ones or repaired ones shall be property of the maintenance contractor .However in case of failure of the firm to repair /replace the parts/spares/components taken for repair by the firms within 30 days of the removal of the spares / components, employer shall have the right for repairs/replacement of the spares/components and keep the weighbridge in working condition at the risk and cost of the firm. The cost incurred on account of such repairs/replacement shall be deductible from any outstanding bills of the contractor pending with the employer.

vii) The bidder has to offer comprehensive maintenance charges/weigh bridge/year and firm has to offer for all the items and weighbridges. The bidder has to offer comprehensive maintenance charges of weighbridges, on as is where is basis irrespective of capacity and make of weighbridge.

The Comprehensive Annual Maintenance Contract (CAMC) of weighbridge shall be foreclosed in case of replacement/grounding during the Comprehensive Annual Maintenance Contract (CAMC) period of 3 years. The Comprehensive Annual Maintenance Contract (CAMC) for new weighbridge, if any, of sa



me capacity replaced after warranty period will also be covered in this contract with proper intimation to the contractor. However, the CAMC charges will be made on pro-rata basis.

viii) The existing weighbridges will be handed over to the successful Comprehensive Annual Maintenance Contractor in working condition on as is where is basis. The Contractor will have to continue to provide services for the awarded weighbridges consisting of digitizer, PC, software, Load cells/Load Sensors and other items irrespective of the make of these equipment. In case of any item is required to be changed then the Contractor can do it on their own cost without any degradation of the performance of the weighbridges. However, if the weighbridge is under breakdown/defective due to broken/damaged parts, then the weighbridge will be repaired and put into working condition by the Contractor on chargeable basis and the cost of replacement of such broken/damaged parts will be borne by the employer.

ix) It will be the responsibility of the employer to ensure the power supply arrangement at weighbridge cabin. No electric arc welding at or near the weighbridge or any fluctuating loads should be used. However, during urgent requirement, the supply may be availed only after cut off the power supply to devices of weighbridges.

x) The employer shall ensure to maintain proper earth pit provided for weighbridge and ensure to maintain lightning arrestor on terminal head of the O/H line supplying power to the weigh cabin with the separate and effective earth pit for arresting surge voltages. This shall include periodical joint inspection of earth pits along with CAMC holder of Road WB especially during monsoon seasons.

xi) It will be the responsibility of the employer to keep the weighbridge's pit cabin, platforms and drainage clean. In case of any lapses found on this account, the Contractor shall record this matter in their service report as well as in the register kept for this purpose in the weigh cabin which should be maintained by the Company and periodically checked by the nodal officers who should take action for rectification of such problems.

xii) The successful CAMC Contractor shall submit service reports jointly signed by the service personnel and the nodal officer or authorized person of Area GM or SO (E&M) or SAM or Subarea Engineer of the area for routine as well as for breakdown visits for all the weighbridges covered under this contract. One copy of report to be kept at WB and one copy with Contractor.

**xiii) The CAMC contract covers the damage of equipment caused due to lightning/thundering and over voltage/surge voltage.**

**xiv) Repairs necessitated by fire, accident, neglect /misuse, if proved specifically, shall be excluded from the contract. The Contract is subject to exemption from effect of war, riot, strike and force majeure conditions.**

xv) In case the successful CAMC contractor fails to supply required spares in time, employer may provide spares at their own cost to re-commission the weighbridges, but the cost of the spares will be recovered from the bills of the contractor.

xvi) In case of any modification required in the software or development of API Software is required for integration with other system like Khanij online, IVTS System or any other system of SECL during the contract, shall

be responsibility of the AMC holder.

### **(3) PAYMENT:**

**3.1** The CAMC charges and charges towards providing services for online data transfer will be paid on quarterly basis after completion of each quarter on submission of Bills at concerned areas. While processing the bills, Penalty, if any, during each quarter shall be recovered from the bills. Bill on this account shall be submitted to the SO(E&M) or Area E&T Manager / In charge or any authorized person of G.M. of the concerned areas along with copies of servicing /repairing/stamping reports for verification of breakdown periods. The payment to the maintenance contractor will be paid on the basis of actual availability of the weighbridge in fully working status.

The paying authority for Comprehensive Annual Maintenance Contract (CAMC) charges shall be the Area Finance Manager of the respective Area.

### **3.2 Imposition of penalty**

The payment to the maintenance contractor will be paid on the basis of actual availability of the weighbridge in fully working status.

#### **i) Breakdown of major parts:**

a) The successful Contractor shall ensure that any electrical/mechanical breakdown of major parts/minor parts of the weighbridge is attended to within 02 hours of the receipt of information at its notified office/address/Mobile Number (to be decided in consultation with the Company) and the weighbridge is made fit for operation within a reasonable time not exceeding 24 hours from the receipt of information. The stamping /verification by the weights and measure department, if required, shall be completed within 48 hours of the receipt of information.

For this purpose, inventory of spares etc., shall be maintained by the Contractor at their own cost.

b) The employer will impose the penalty in case the weighbridges could not be re-commissioned after repair of major parts as stipulated above. If the total breakdown/shut down during the each quarter exceeds 01 day inclusive periods mentioned above in ( a ) the penalty shall be calculated as follows.

$$P = (BDD - 1 \text{ day}) \times 2 \times (AMCR) / 361 \text{ days}$$

Where :

P = Penalty towards breakdown in a quarter. BDD = Break down Days in a quarter.

AMCR = Total Annual Maintenance Contract Rate of the weighbridge. Part of 24 Hrs shall be considered as 1 day for the penalty calculation.

#### **ii) Breakdown of minor parts:**

Penalty on account of any failure of minor parts shall be recovered @ Rs. 100 per day with a grace period of 02 days against the breakdown in each quarter, subject to ceiling limit of Rs. 3000 /- per quarter on this account.

The company reserve the right to recover/ enforce recovery of any over-payments detected after payment as result of post-payment audit or technical examination or any other means, notwithstanding the fact that amount of disputed claim, if any, of the contractor exceeds the amount of such overpayment and irrespective of the fact whether such disputed claims of the contractor are the subject matter of arbitration or not.

The amount of such over-payment may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over-payment against claim.

Amount payable/ repayable for any subsequent change in the Service-tax will be made to/ from the Contractors after departmental verification of such changes of tax law issued by statutory authority.

#### NOTE:

**1. Any Bid not accompanied by a Bid Submission Confirmation Sheet or if BSC Sheet is found tampered, i.e., GTE and Work Experience, Working Capital etc., the Bid shall be considered as nonresponsive and is liable for rejection.**

**2. As per cl.no.3(A) (xvii) of GeM GTC, Bidders while participating in a bid should submit price element(s) in Financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the technical bid, else the offer shall be rejected as nonresponsive.**

**3. The bidder is requested to kindly go through the Checklist Annexure-XVIII before submission of bid.**

#### अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase

Preference sections of the bid, unless otherwise allowed by GeM GTC.

17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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