

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-05-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-05-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	125 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Coal India Limited
संगठन का नाम/Organisation Name	Western Coalfields Limited
कार्यालय का नाम/Office Name	Wcl Nagpur Maharashtra
वस्तु श्रेणी /Item Category	Custom Bid for Services - Repairing of 4 nos For EIMCO ELECON make SDLs and repairing of 3 nos SIMPLEX make SDLs running at DRC 3 and 4 Area CHA WCL
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> Repair, Maintenance and Installation of Pl
अनुबंध अवधि /Contract Period	1 Month(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
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 (*In case any bidder is seeking exemption from E the supporting documents to prove his eligibility 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?	Yes (Documents submitted as part of a clarificat tender/bid process will also be displayed to othe in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1

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	5
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	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	197060
Payment Timelines	Payments shall be made to the Seller within 45 acceptance certificate (SDAC) and on-line submission supersession of 10 days time as provided in clause
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

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. It may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered in the exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be rela

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
100%	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	
1	Pankaj Shah	442403,Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, (M.S)Pin 442 403	Project / Lumpsum Based	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 per cent of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 per cent of the contract. The buyer is bound to accept the revised quantity or duration.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Important Details and Instructions: -

1) Filled up quotations in **single cover will be uploaded on GeM portal** in the same period along with the following documents: -

- Copy of PAN Card duly attested (with signature and seal) by the bidder
- The bidder is required to select his relevant Goods and Service Tax (GST) from the following and submit the required document(s): -

Sr No	Goods and Service Tax Status	Document Required to be Submitted
1	GST Registered Bidder under regular scheme	Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India, duly attested (with signature and seal) by the bidding agency

2	GST Registered Bidder under composition scheme	Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India duly attested (with signature and seal) by the bidding agency.
3	GST Unregistered Bidder/Dealer	Document: A Certificate having UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India. duly attested (with signature and seal) by the bidding agency.

- iii. Quotation Inviting Notice documents as downloaded from GeM portal (with signature and seal) by the bidding agency as token of acceptance of TDS. Same shall be submitted along with the bid. If applicable.

Copy of experience of similar type of work. Similar nature of Work near **enhance of Plant/Systems/Equipments.**

- iv. The bidders are required to duly fill and submit the Bank Mandate (A/c)
- v. All the documents submitted should be sealed and signed by the bidder's representative. In case the authorized representative is signing documents, then an Authorization Letter to that effect has to be submitted along with the bid.
- vi. Accept the all terms and conditions of Bid documents.
- vii. Price Breakup duly filled in and upload up brake up sheet as per given format.
- viii. Letter of Bid (Annexure I).
- ix. Proforma for Undertaking (Annexure II & III).
- x. Joint Site Inspection Report duly signed by Sub Area Engineer (E&M).
- xi. Work Order and Work completion certificate
- xii. Valid Trade License, if required
- xiii. Power of Attorney, as applicable
- xiv. Similar nature of work.

80% of total estimate value

50% of 2 total estimate value

40% of 3 total estimate value

SCOPE OF WORK / SCHEDULE OF WORK :

Bidder should read carefully before submitting the online tenders

Sl. No.	Item Description	Quantity& Unit	Rate	Estimated Price in Rs. P Rate/unit
	'Repairing of 4 nos Front Idler assemblies of 3 nos EIMCO ELECON make SDLs and repairing of 3 nos Front Idler assemblies of 3 nos SIMPLEX make SDLs running at DRC 3&4 nos inclines of Rayatwari Sub Area, CHA, WCL, as per the instructions of Engineer in-Charge and as per scope of work / schedule of work/ price breakup ".			
A	Repairing of Idler Assly. Of EIMCO make SDL	04 Nos.	23000.00	92000.00

1	Dismantling of Damaged Assly.And Fitting Charges	01 Nos.	1000.00	
2	Welding of Idler Wheel Outer Dia& Bore with Hard facing Electrode (3 50 BHN) Machining of Idler Wheel Outer Dia/ Boreand Drilling & Tapping Holes.	01 Nos.	6500.00	
3	Making New Idier Shaft from EN-24 material with 2 Nos. H.T.Nuts.	01 Nos.	2800.00	
4	Repairing of Idler Collars RH &LH by Welding & Machining of Bore & Seal Area.	02 Nos.	3200.00	
5	Repairing of Bearing Cage RH &LH by Welding and Machining Seal Area.	02 Nos.	2000.00	
6	Replacement of 2 Nos. Bearings 612/623	02 Nos.	5000.00	
7	Replacement of Seal Kit & "O' Rings.	01 Set.	2300.00	
B	REPAIRING OF IDLER ASSLY.OF SIMPLEXMAKE SDL	03 Nos.	25000.00	75000.00
1	Opening/ Fitting/Cleaning of Idller Assly.	01 Nos.	1000.00	
2	Welding of Wornout Idler WheelOuter Dia and Bore & Chain Seatwith Hard facing Electrode andMachining to OEM Size.	01 Nos.	7000.00	
3	Making New Shaft with H.T.Nutsof EN-24 Material.	01 Nos.	4500.00	
4	Replacement ofBushes/ Bearings etc.	02 Nos.	6000.00	
5	Providing and Seal Kit 'O' Rings.	01 Set.	2500.00	

6	Repairing of LH & RH Collers.	02 Nos.	4000.00	
			Total	167000.00
	Total impact of GST for the purpose of CTC or as applicable		GST 18%	30060.00
	TOTAL			197060.00

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The evaluation of quotations received shall be done in line with evaluation done in Single cover system. Evaluation will be done based on the documents submitted by the bidder along with his bid.

- II) Bids determined to be substantially responsive will be checked by the employer for clerical errors. Errors will be corrected by the employer as follows:
- In case of discrepancy in rates between description in words and amount worked out by the contractor, the amount which corresponds to the amount worked out by the contractor shall be taken as correct.
 - In case of discrepancy in amount quoted by the contractor and unit rates, the unit rate shall be regarded as correct and the amount shall be corrected.
 - When the amount of an item is not worked out by the contractor, the amount shall be worked out by the contractor with the rates written either in figures or words, then the amount worked out by the contractor in words shall be taken as correct.
 - Discrepancy in totaling or carry forward in the amount quoted shall be corrected.

III) After checking for calculation errors, the documents submitted by L-1 bidder will be put up to the Tender Committee. The tender Committee will select the bidder. In case the L-1 bidder submits requisite documents as per NIQ, then the bidder shall be eligible for award of Contract.

In case the L-1 bidder fails to comply the eligibility requirement as per NIQ, then his bid shall be rejected. The bidder shall be debarred and re-invited.

In case the L-1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the quote shall be rejected and reinvited.

It is responsibility of Bidders to submit legible/clearly readable scanned copy of all the required documents.

If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the bidder will be debarred for minimum period of 1 year in tenders in CIL/Subsidiary.

IV) The price bid must be carefully filled in by the bidder. All duties, taxes, cesses, Services Tax (GST) & GST Compensation Cess (if applicable) only) and other charges including and construction workers cess (as applicable in States) payable by the bidder under the Contract, or for any other cause as applicable on the last date of bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. The bid shall be quoted against each item in words as well as figures. Any kind of cutting

ould be avoided. In case of any discrepancy in the Quoted Rate in Words a mentioned in Words shall be considered as final. Hence, bidders must fill refully. The Price Bid should also contain Name of Agency, Address, Signa ency failing which the Price Bid will be considered invalid. The L-1 will be decid

Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be ap

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as m n and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidd

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any i on the last date of submission of Bid shall be reimbursed by the company on production of documentary evid

support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from th n duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST C . The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor ractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant ere under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is re ider/contractor.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition sc ules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of T, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisio

Input tax credit is to be availed by CIL/Subsidiary as per rule.

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/S under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the t ax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such tax invoice shall bills or any other dues of the supplier/vendor along with interest and penalty, if any.

Note:

During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any as per the GST status declared by the bidder during tender stage based on which cost to company has been t ever is lower.

V) The participating agencies are hereby advised to keep checking the C endum issued in respect of this Notice Inviting Quotation, extension in ates, Bid Submission Dates and Date of Bid Opening, etc., to keep thei

VII) Security Deposit shall consist of Retention Money to be recovered from running bills. The security deposit

All running on account bills shall be paid at 95% (ninety-five percent) of work value. The balance 5% shall be d will be security deposit.

Retention Money should be refunded after issue of No Defect Certificate.

The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and pi company as may be determined in terms of the contract, and the amount appropriated from the security dep y further deduction from the contractors subsequent on account running bills, if any.

REFUND OF SECURITY DEPOSIT: The refund of security deposit shall be subject to company's right to deduct/ contractor under this contract or under any other contract.

On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of d ge, the security deposit remaining with the company shall be refunded to the contractor after issue of No Def -in-Charge on the expiry of Defect Liability Period of six months, subject to the following conditions:

a) Any defect/defects in the work, if detected after issue of defect liability r certificate with list of defects) is/are rectified to the satisfaction of the E n the said defect liability period of six months or on its due extension till c cation works as required.

b) In the case of building work or other work of similar nature, the refund xpiry of the said six month's period or at the end of one full monsoon per ber, whichever is later in point of time and any defects such as leakages, alls, dampness, defects in drainage etc. should be rectified to the satisfac rge.

NB: In case of Maintenance contracts, that ends with successful completion of work, where question of Defec (e.g. sweeping / cleaning, horticulture, tank cleaning, jungle cutting, grass cutting, surface dressing etc.), the ntion money (second part of bid security) can be released simultaneously after completion of work and takin

IX) **Bid Validity:** The Bid Validity Period will be 120 (one hundred twenty) days from the date of bid submission. The validity period of tender shall be decided based on the date of submission of bids.

X) Provisions for dealing with variations in respect of Abnormally High Rate and Abnormally Low Rate (ALR) items:

The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the tendering authority. The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the tendering authority.

In case of Item Rate Tenders, the revision of rates for (i) abnormally high rate items and (ii) abnormally low rate items shall be operative under the following circumstances: -

For increase in quantity of more than 25% in respect of works executed below plinth level and 10% in respect of works above plinth level.

Quantity variation beyond the limit mentioned above shall be dealt by arriving at new rate based on prevailing market rates after analyzed as per standard analysis of rate of CPWD/NBO. Payment of extra quantity over the permitted limit shall be made on the basis of the new analyzed rate.

The variation in quantity of abnormally low rate items for item rate tenders shall not be permitted below 25% and below 10% for the items above plinth level of the agreed schedule quantity, but in exceptional cases with prior approval of the tendering authority - Charge arising out of technical necessity.

The above provisions shall be applicable for item rate tenders only and not applicable for percentage rate tenders. The above provisions shall be applicable for item rate tenders only and not applicable for percentage rate tenders. The above provisions shall be applicable for item rate tenders only and not applicable for percentage rate tenders.

For the purpose of operation, the following works shall be treated as works related to foundation, unless otherwise specified:

- a) For Buildings: All works up to 1.2 meters above ground level or up to floor level.
- b) For abutments, piers and well steining: All works up to 1.2m above the ground level.
- c) For retaining walls, wing walls, compound walls, chimneys, overhead structures, etc. other elevated structures: all works up to 1.2 meters above the ground level.
- d) For reservoirs / tanks (other than overhead reservoirs / tanks): All works up to 1.2 meters above the ground level.
- e) For basement: all works up to 1.2m above ground level or up to floor level.
- f) For Roads, all items of excavation and filling including treatment of sub-grade.

XI) Procurement from Micro and Small Enterprises (APPLICABLE FOR NATURE OF SERVICE)

i) Subject to meeting terms and conditions stated in the tender documents and prequalification criteria, 25% of the work will be awarded to MSE as per the Procurement Policy issued by Department of Micro, Small and Medium Enterprises. Where the tendered work can be split, MSE quoting a price of L1 + 15% shall be awarded at least 25% of total tendered work provided the price is within a price band of L1 + 15% and they match the L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided the price is within a price band of L1 + 15% and they match the L1 price.

ii) In case of more than one such MSEs are in the price band of L1 + 15% and they match the L1 price, the work may be shared proportionately if the job can be split.

If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender, in case the MSE is a L1 bidder, full work will be awarded to such bidder. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is not exhausted.

iii) Out of the 25% target of annual procurement from micro and small enterprises, 3% shall be earmarked for procurement from micro and small enterprises in the event of failure of such MSEs to participate in the tender process or match the L1 price, 3(three) percent sub-target so earmarked shall be met from the remaining 22%.

iv) Out of the 25% target of annual procurement from micro and small enterprises, 3% shall be earmarked for procurement from micro and small enterprises in the event of failure of such MSEs to participate in the tender process or match the L1 price, 3(three) percent sub-target so earmarked shall be met from the remaining 22%.

aste & Scheduled Tribe entrepreneurs. In the event of failure of such MSE tender process or meet the tender requirements and L1 price, four percent of the L1 price shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate of identity must be submitted by the bidder in addition to certificate of registration from the agencies mentioned in paragraph (I) above. The bidder shall be responsible for providing documentary evidence for enabling CIL/ Subsidiary to ascertain that the MSE owned by SC/ST is defined as:

- In case of proprietary MSE, proprietor(s) shall be SC /ST
- In case of partnership MSE, The SC/ST partners shall be holding at least 51% share.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST

· In case of Public Limited Companies, at least 51% share shall be held by SC/ST at any given point of time.

vi) Classification of Micro and Small Enterprise are as under:

- a. Micro Enterprise -Enterprise where the investment in plant and machinery does not exceed one crore Rupees and turnover does not exceed five crore rupees.
- b. Small Enterprise- Enterprise where the investment in plant and machinery does not exceed ten crore Rupees and turnover does not exceed fifty crore rupees.

vii) Micro and Small Enterprises (MSEs) registered under Udyam Registrar shall avail the benefits under the policy.

viii) The MSEs are required to submit copy of documentary evidence, issued by the authority whether they are small enterprise or micro enterprise as per present Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest documents provided by MoMSME.

ix) If MSE Bidder withdraws his offers after last date of bid submission or does not commence the work as per Conditions of Contract then such Bidder shall be debarred for a minimum period of 1(One) year in line with provisions of Guidelines on Bidding.

2. Penal Clauses/Recovery of Damages: -

- i. The work shall be started within 10 days of issue of work order or 7th day at the site whichever is later.
 - ii. In case of failure to complete the work on or before the scheduled date of completion, compensation shall be payable @ 0.5% of contract price/ revised contract price per week of delay. The total value of such compensation shall not exceed 10% of the scheduled completion value whichever is lower.
 - iii. In case of failure to start the work within stipulated time, the company shall give 15 days' notice in writing to start the work, failing which to forfeit the bid and to rescind the work order. Additionally, the bidder shall be debarred from participating in future tenders for a minimum period of 12 months.
3. The tenderer shall have to ensure implementation of CMPF/EPF, if applicable for the workers deployed by him. Payable statutory payments like PF & ESI for the contract workers as applicable shall be reimbursed to the contractor. The amount of payment limited to the maximum likely number of workmen to be deployed as mentioned in the quotation document.
 4. CIL/Subsidiary reserves its right to accept or reject any or all the quotations.

any reason whatsoever or to distribute the work amongst the bidders.

Sub Area

3. 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 / responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions / representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and no clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null and void, 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 / major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Source Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension is not approved by the Buyer.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause in the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined 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 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, the Buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by the Buyer.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional technical specifications document. If buyer needs more items along with the main item, the same must be added through bunching or creating bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done.

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

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

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications and corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 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 other requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of 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, as the case may be, as provided in the Marketplace.

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

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in [Service Level Agreement](#) is contradicted by the conditions stipulated in General Terms and Conditions, then it will over-ride the conditions in 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 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 लेना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार

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 is 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 shall be ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---