

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-08-2025 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-08-2025 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	70 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Pmo
विभाग का नाम/Department Name	Department Of Atomic Energy
संगठन का नाम/Organisation Name	Irel (india) Limited
कार्यालय का नाम/Office Name	Ho
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; 2000 km x 301 days; Local
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	2 Lakh (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
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover	Yes   Partial   Turn over value - 2 (in lakhs)
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Turnover	Yes   Partial   Turn over value - 2 (in lakhs)
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (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 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 विवरण/Bid Details	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
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
अनुमानित बिड मूल्य /Estimated Bid Value	703681
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	20000

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
-------------------	----

(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 :

CM-T(Purchase & Stores)

IREL (India) Limited, Manavalakurichi P.O., Kanyakumari District 629 252.

(G K Chandra Guptan)

## विभाजन/Splitting

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

## एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
3. 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.
4. 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.
5. 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.
6. 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.

## 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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

PRICE SCHEDULE - [1754305576.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1754305632.pdf](#)

Monthly Basis Cab & Taxi Hiring Services - MUV; 2000 Km X 301 Days; Local ( 1 )

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga
Usage Variant	2000 km x 301 days
Type of Service	Local
Year of Vehicle Model	2024
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol
एडऑन /Addon(s)	

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/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	Yes

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषित/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	G K Chandra Guptan	629252,IREL(India) Limited P.O.: MANAVALAKURICHI DIST.: KANYAKUMARI, STATE: TAMILNADU PIN -629 252	1	<ul style="list-style-type: none"> <li>Duration in Months for which service is required : 12</li> </ul>

## 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### PRE-QUALIFICATION CRITERIA

The tenderer should submit the following towards Pre- Qualification Criteria:

- Service provider or the party or the individual who clearly owns the travel agency while placing the offer for the tender should provide registration certificate of owning the travel agency.
- Service provider or the party or the individual who clearly owns the travel agency while placing the offer for the tender should provide documentary evidence of owning a minimum 1 or more vehicles (Copy of Registration of vehicles) same as referred in the scope of Work and Terms and conditions of the tender and Price Schedule. Provide documentary evidence of owning vehicle either in his name/firm name or in the name of any collaborator or associates from whom he shall arrange a vehicle.
- Service provider should have minimum three (03) years experience in providing contract taxi cars on contract basis in the last five (05) years along with the completion certificate or the service provider already holding a running contract for providing similar type of contract vehicle to any private/Govt./PSUs institutions/organizations for which documentary proof for the same have to be submitted wherein, the value of work order should not be less than ₹3,97,200/-.

Definition of Similar work(s): Similar works means works involving in engagement of light motor vehicles like Maruti - Ertiga.

4. Firm or individual should give an undertaking that they/he will provide a taxi car registered in the name of the service provider/owner of establishment/travel agency and the type of vehicle shall be Maruti - Ertiga, air conditioned (AC), white colour and Petrol driven. The boot space in all these cars should be available for use and should not be registered earlier than 01.07.2024 and total Kilometers run shall not be more than 50000 as mentioned in the tender document; within 30 days of receipt of the work order.

5. Average annual financial turnover during the last 3 years, ending 31st March 2024, should be at least ₹ 2,38,320/-. (Documentary proof for meeting PQC should be enclosed). Bidder shall submit authenticated documentary proof of profit & loss account duly signed by auditor (Chartered Accountant or IT Returns) for the last 3 years ending 31st March, 2024.

Note:

- In the absence of receipt of documents meeting to Pre-qualification criteria, the offer will not be considered under any circumstances.

2. Relaxation in prior turnover and prior experience shall be given to MSEs / Start-ups (as defined by Department of Industrial Policy and Promotion) as per Government Circular / Guidelines subject to meeting of quality and technical Specification.

3. The offers of the bidders who have defaulted in the past in execution of the contracts or in complying with the obligations as per the contract shall not be considered.

4. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the Procurement Policy for Micro and small Enterprises, 2012 (as amended time to time).

5. Bidder must quote the Total value in Rs./-as said in "Price schedule" in Price bid.

#### OTHER TERMS & CONDITIONS

1.0 Bidders have to upload the following along with the Bid

(i) Documents towards pre qualification of tender failing which offer shall not be accepted.

(ii) Copy of GST, PAN , MSME Registration

(iii) EMD Declaration

(iv) Undertaking provided in tender, duly filled and signed

(v) Contact details with e-mail, Phone no. etc.

2.0 Earnest Money Deposit (EMD)

2.1 ₹20,000/- (Rupees Twenty thousand only)

2.2 Tenderer shall remit EMD through RTGS/ NEFT infavour of M/s IREL (India) Limited, Manavalakurichi.

2.3 Tenderer shall inform details of remittance of EMD & TDC through E-Mail/ FAX. The E-mail should contain full postal address of the Tenderer, Tender No. for which EMD & TDC were paid, payment details including amount, and UTR No. and bank details from which payment was done. IREL's Email id is purchase-mk@irel.co.in

2.4 Incase tenderer is submitting BG in lieu of EMD the same shall be strictly in the format given in the tender. The Original BG shall reach this office at least 3 days in advance from the date of opening of Techno-Commercial Bid.

2.5 Offers without EMD or valid EMD exemption certificate shall not be considered.

2.6 The EMD is liable to be forfeited if:

i. The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.

ii. The tenderer fails to accept the order when placed or fails to commence supplies/works after accepting the order.

iii. In case bidder submits false/fabricated documents.

iv. In case bidder fails to submit SD within 30 days of receipt of work/supply order.

2.7 PSU, State Govt. Undertakings are exempted from payment of EMD subject to request and approval. MSME /SSI units are exempted from payment of EMD/ TDC provided they submit valid MSME/ NSIC certificate along with commercial bid and to ensure that certificate pertains to the class of item/works for which floated.

3.0 SECURITY DEPOSIT (SD)

3.1 Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding Taxes) towards satisfactory completion of the order/works as under:

a. For works contract valued more than Rs.2 lakhs.

b. For supply & service contract valued more than Rs.5 lakhs.

Performance Security is to be furnished by a specified date (generally 14 (fourteen) days after notification

of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/ contractor, including warranty obligations/ defect liability period (D LP).

3.2 Submission of SD/PBG, if called for in the tender can also be paid through Insurance Surety Bonds' or ' account payee demand draft' or 'fixed deposit receipt from a Scheduled Commercial bank' or 'Bank Guarantee issued/ confirmed from any Scheduled Commercial Banks in India' or online payment to be confirmed sharing Unique Transaction Reference (UTR) to the tender inviting authority as called for in tender.

3.3 Bank Guarantees towards Bid Security/ Security Deposit/ PBG issued by Nationalized Banks/ Scheduled Commercial Banks (other than Cooperative Banks) only acceptable.

3.4 EMD/ Bid Security may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee in the prescribed format or demand draft/Bankers cheque is to be submitted towards SD.

3.5 The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.

#### 4.0 Period of contract:

The contract shall be for a period of one year. The service provider's may quote the rates accordingly. IREL reserves the right to terminate the contract at any time without assigning any reason, for which no compensation shall be paid.

The offer should accompany photocopy of the authentic documentary proof of ownership, fitness, remittance of road tax, comprehensive insurance coverage, PUC etc. of the vehicle intended to be provided by the service provider. However, the successful service provider should produce the originals for all the above documents for our verification before awarding the contract.

All expenses relating to the maintenance of car, periodic service charge of vehicle, fuel expenses, service charges for extra fittings in the vehicle, driver's salary, tax insurance or any other expenses should be in service provider's account. The company shall not accept any liability for the labour directly or indirectly employed by the service provider. The Company shall not be liable to pay damages or compensation on account of injury or accidents arising during the course of deployment.

The service provider shall comply with the provisions of the Contract Labour Regulation and Abolition Act 1970 and rules made there under and all other Acts and Rules as applicable.

Service provider should provide a copy of Aadhaar card, PAN Card, GST registration.

#### 5.0 Payment Terms:

i. Payment will be released monthly on pro-rata basis based on monthly bill along with proof of other payments as per the scope of work mentioned in "Special Conditions" Clause No. 16, 17, 18 & 19. Payment will be released within 7 working days against your bill duly certified by controlling officer/OIC, subject to deduction of GST as applicable.

ii. In case the car is operated without Air conditioning (AC), due to the failure of AC, IRE is required to pay only 50% of the charges (on kilometer basis) under this contract which will be deducted/adjusted from the monthly bills.

iii. All payments will be done through E- payment mode only. Hence, you shall furnish name of the account holder, account number, name of the bank, IFSC code, nature of account (savings/current/CC/OD) and branch code along with your first bill.

#### 6.0 Penalty:

a. In case the contract car is not available due to mechanical breakdown or any other reason, alternate arrangements shall be made immediately by the Service provider for providing another vehicle fulfilling the conditions laid down under the scope of work mentioned in "Special Conditions" Clause No.1, 2, 3& 4. Any day, if service provider fails to provide the contract vehicle for IREL, the monthly payment will be made on pro-rata basis against actual kilometer for the month. Over and above a penalty of Rs.1000/- will be recovered per day and the total amount incurred by IRE for engaging another vehicle in the absence of contract vehicle if any will also be recovered from the service provider's monthly bill i.e. if an alternate arrangement for a vehicle of similar type is not made by the service provider.

b. Punctuality in attendance and discipline and courteous behavior is of utmost importance for the driver. I

n case the driver's performance is not found satisfactory by IREL officials/officers then the driver has to be changed by the service provider within 7 days, failing which penalty of Rs.500.00 will be imposed every day after 7th day. In the meanwhile alternate driver shall be arranged by the service provider till a permanent driver is arranged.

c. Vehicle with driver shall have to report at a designated place and time which will be intimated by the officer concerned either to the driver or service provider at short notice. Any delay in reporting will be considered as absence for the day. Designated reporting place may be changed as per requirement at short notice to either the driver or the service provider. Failing to report on time will lead to penalty of Rs.500.00 being imposed.

d. Changing of driver/vehicle is not normally permitted. If absolutely necessary then prior written approval of IREL Management should be sought. If driver/vehicle is changed without written approval then, penalty of Rs.500 per incident will be imposed. Temporary change is permitted for maximum of two weeks with the consent of officer concerned.

e. During the currency of contract, the vehicle provided cannot be used for any other purpose except for IREL. If found otherwise, then Rs 1000.00 shall be deducted on each occasion.

f. The vehicles shall strictly comply with the provisions of pollution control, statutory regulation issued by State Transport Authorities/ Central Govt. /other authorities etc. from time to time. Service provider shall ensure that the vehicle should have all relevant documents like Registration Certificate/Driving license/Insurance Cover/Road Tax Receipt /Permit, Pollution certificate, Driver's License and badge etc. Driver should be able to produce documents as and when required from him. Consequence of failure to comply with any of the rules and regulations of the concerned authorities shall be faced directly by the service provider or the Agency only. Penalty of Rs.1000.00 shall be levied for each incident by IREL.

g. Vehicle shall carry first aid box and mandatory spares viz: Tool box/Kit, spare tyre, jack for lifting car. In case of non-compliance a penalty of Rs.500 .00 shall be levied for each instance.

h. The service provider will be responsible for any maintenance or damage on the vehicle which shall be rectified or replaced by the service provider within a maximum period of 4 weeks. Failing to rectify/replace the damaged portion or equipment corrected with the car within a period of 4 weeks time, shall lead to penalty of Rs.500.00 for each instance.

#### 7.0 LIQUIDATED DAMAGES FOR DELAYED EXECUTION OF CONTRACT:

If the Service Provider fails to perform the services within the time period(s) specified in the CONTRACT, the EMPLOYER shall, without prejudice to his other remedies under the CONTRACT, levy Liquidated damages from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

Deductions shall apply as per following formula:

Half percent (0.5%) of the contract value per week of delay subject to a maximum of ten percent (10%) of contract value

EMPLOYER may deduct the amount so payable by Service Provider, from any amount falling due to the Service Provider or by recovery against the Performance Guarantee. Both Service Provider and EMPLOYER agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the EMPLOYER would have suffered on account of delay/breach on the part of the Service Provider and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the EMPLOYER in the matter of applicability of price reduction shall be final and binding.

8.0 In case of any discrepancy between Gem ATC and Buyer ATC, terms stipulated in Buyer ATC shall govern.

9.0 In case of any discrepancy between GeM SLA terms and ATC stipulated by IREL, Terms stipulated by IREL shall govern.

10.0 MSE bidders are to carefully indicate their MSE status while bidding. In case any mistake done by the bidder, evaluation and order shall be done as per GeM provisions only and IREL (India) Limited shall not be anyway held responsible.



### 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [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 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 कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**