

दिनांक /Dated: 06-09-2025





## बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details   |  |  |  |  |
|---|--|--|--|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time  | 11-09-2025 12:00:00  |  |  |  |
| बिड खुलने की तारीख/समय /Bid Opening<br>Date/Time  | 11-09-2025 12:30:00  |  |  |  |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer<br>Validity (From End Date)  | 85 (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   | Но   |  |  |  |
| वस्तु श्रेणी /Item Category   | Goods Transport Services - Per MT - Beach Sand Mineral;<br>Open Body Taurus; 18-22 MT  |  |  |  |
| अनुबंध अविध /Contract Period  | 2 Month(s)   |  |  |  |
| इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past<br>Experience of Similar Services required  | Yes  |  |  |  |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है /<br>MSE Exemption for Years Of Experience<br>and Turnover   | Yes   Complete   |  |  |  |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान<br>की गई है / Startup Exemption for Years Of<br>Experience and Turnover   | Yes   Complete   |  |  |  |
| विक्रेता से मांगे गए दस्तावेज़/Document required<br>from seller   | Experience Criteria, 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 दस्तावेज़ों को<br>निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना<br>चाहते हैं? संदर्भ मेनू है/Do you want to show<br>documents uploaded by bidders to all<br>bidders participated in bid?<br>बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम<br>सहभागी विक्रेताओं की संख्या। / Minimum number of<br>bids required to disable automatic 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   |                             |  |
|---|-----------------------------|--|
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा<br>बढ़ाई जाएगी। / Number of days for which Bid<br>would be auto-extended               | 1                           |  |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled  | No                          |  |
| लागू आरसीएम/RCM Applicable  | Yes                         |  |
| बिड का प्रकार/Type of Bid   | Single Packet Bid           |  |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु<br>अनुमत समय /Time allowed for Technical<br>Clarifications during technical evaluation | 2 Days                      |  |
| अनुमानित बिंड मूल्य /Estimated Bid Value  | 4975500                     |  |
| मूल्यांकन पद्धति/Evaluation Method  | Total value wise evaluation |  |
| मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है /<br>Financial Document Indicating Price<br>Breakup Required                      | Yes                         |  |

## ईएमडी विवरण/EMD Detail

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

## ईपीबीजी विवरण /ePBG Detail

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

# विभाजन/Splitting

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

# एमआईआई अनुपालन/MII Compliance

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

### **Limited Tender**

| Limited Tender Applicable | Yes |
|---------------------------|-----|
|---------------------------|-----|

| Reason  | The competent authority in the Ministry or Department has certified that the demand is urgent, and any additional expenditure involved by not procuring through advertised tender enquiry is justified in view of urgency. The Ministry or Department has placed on record the nature of the urgency and reasons why the procurement could not be anticipated. |  |
|---|--|--|
| List of Seller Organization for participation | WORKS CONTRACT (C . RAMESH ), ANNAI CONCRETE<br>SOLUTIONS, INDIA ARIYA MANAL AALAI OPPANTHA<br>THOZHILARKAL MUNNETRA SANGAM, MARCELLA EARTH<br>MOVERS  |  |

- 1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. 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.
- 3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 4. 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.
- 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
- 7. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

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

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

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

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM, unregistered seller,

seller registered under composition scheme) will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**Scope of Work:**<u>1757156575.pdf</u>

# Goods Transport Services - Per MT - Beach Sand Mineral; Open Body Taurus; 18-22 MT ( 2950 )

### तकनीकी विशिष्टियाँ /Technical Specifications

| विवरण/ Specification               | मूल्य/ Values      |  |  |  |
|------------------------------------|--------------------|--|--|--|
| कोर / Core                         |                    |  |  |  |
| Nature of Goods                    | Beach Sand Mineral |  |  |  |
| Type of Truck                      | Open Body Taurus   |  |  |  |
| Size / Weight of vehicle           | 18-22 MT           |  |  |  |
| Area of Operation                  | Plains             |  |  |  |
| एडऑन /Addon(s)                     |                    |  |  |  |
| Loading                            | NA                 |  |  |  |
| Unloading                          | NA                 |  |  |  |
| Tracking System (GPS) NA           |                    |  |  |  |
| Transit Insurance                  | NA                 |  |  |  |
| अतिरिक्त विवरण /Additional Details |                    |  |  |  |
| Start Location Zipcode             | 627651             |  |  |  |
| Drop Location Zipcode              | 629252             |  |  |  |

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

| जीएसटी पर इनपुट<br>कर क्रेडिट /ITC<br>on GST | जीएसटी उपकर कर<br>क्रेडिट /ITC on<br>GST Cess | लागू<br>आरसीएम/RC<br>M<br>Applicable | रिवर्स प्रभार के<br>अनुसार<br>जीएसटी/GST as<br>per RCM | रिवर्स प्रभार के अनुसार<br>जीएसटी उपकार 1 /GST<br>Cess 1 as per RCM | वैकल्पिक रिवर्स<br>प्रभार<br>/Optional<br>RCM |
|--|---|--------------------------------------|--|---|---|
| NA   | NA  | Yes                                  | 18%  | NA  | No  |

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

| क्र.सं./S.N<br>o. | परेषिती / रिपोर्टिंग<br>अधिकारी / Consignee<br>Reporting/Officer | पता/Address   | संसाधनों की मात्रा<br>/ Weight of<br>the<br>consignment<br>in MT/KL | अतिरिक्त आवश्यकता<br>/Additional<br>Requirement |
|-------------------|--|---|---|---|
| 1                 | G K Chandra Guptan   | 629252,IREL(India) Limited<br>P.O.: MANAVALAKURICHI DIST.:<br>KANYAKUMARI, STATE:<br>TAMILNADU PIN -629 252 | 2950  | N/A   |

# Goods Transport Services - Per MT - Beach Sand Mineral; Open Body Taurus; 18-22 MT ( 2700 )

## तकनीकी विशिष्टियाँ /Technical Specifications

| विवरण/ Specification               | मूल्य/ Values      |  |  |  |
|------------------------------------|--------------------|--|--|--|
| कोर / Core                         |                    |  |  |  |
| Nature of Goods                    | Beach Sand Mineral |  |  |  |
| Type of Truck                      | Open Body Taurus   |  |  |  |
| Size / Weight of vehicle           | 18-22 MT           |  |  |  |
| Area of Operation                  | Plains             |  |  |  |
| एडऑन /Addon(s)                     |                    |  |  |  |
| Loading                            | NA                 |  |  |  |
| Unloading                          | NA                 |  |  |  |
| Tracking System (GPS)              | NA                 |  |  |  |
| Transit Insurance                  | NA                 |  |  |  |
| अतिरिक्त विवरण /Additional Details |                    |  |  |  |
| Start Location Zipcode             | 628005             |  |  |  |
| Drop Location Zipcode              | 629252             |  |  |  |

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

| जीएसटी पर इनपुट<br>कर क्रेडिट /ITC<br>on GST | जीएसटी उपकर कर<br>क्रेडिट /ITC on<br>GST Cess | लागू<br>आरसीएम/RC<br>M<br>Applicable | रिवर्स प्रभार के<br>अनुसार<br>जीएसटी/GST as<br>per RCM | रिवर्स प्रभार के अनुसार<br>जीएसटी उपकार 1 /GST<br>Cess 1 as per RCM | वैकल्पिक रिवर्स<br>प्रभार<br>/Optional<br>RCM |
|--|---|--------------------------------------|--|---|---|
| NA   | NA  | Yes                                  | 18%  | NA  | No  |

## अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

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

| क्र.सं./S.N<br>o. | परेषिती / रिपोर्टिंग<br>अधिकारी / Consignee<br>Reporting/Officer | पता/Address   | संसाधनों की मात्रा<br>/ Weight of<br>the<br>consignment<br>in MT/KL | अतिरिक्त आवश्यकता<br>/Additional<br>Requirement |
|-------------------|--|---|---|---|
| 1                 | G K Chandra Guptan   | 629252,IREL(India) Limited<br>P.O.: MANAVALAKURICHI DIST.:<br>KANYAKUMARI, STATE:<br>TAMILNADU PIN -629 252 | 2700  | N/A   |

# Goods Transport Services - Per MT - Beach Sand Mineral; Open Body Taurus; 18-22 MT ( 2700 )

## तकनीकी विशिष्टियाँ /Technical Specifications

| विवरण/ Specification               | मूल्य/ Values      |  |  |  |
|------------------------------------|--------------------|--|--|--|
| कोर / Core                         |                    |  |  |  |
| Nature of Goods                    | Beach Sand Mineral |  |  |  |
| Type of Truck                      | Open Body Taurus   |  |  |  |
| Size / Weight of vehicle           | 18-22 MT           |  |  |  |
| Area of Operation                  | Plains             |  |  |  |
| एडऑन /Addon(s)                     |                    |  |  |  |
| Loading                            | NA                 |  |  |  |
| Unloading                          | NA                 |  |  |  |
| Tracking System (GPS)              | NA                 |  |  |  |
| Transit Insurance                  | NA                 |  |  |  |
| अतिरिक्त विवरण /Additional Details |                    |  |  |  |
| Start Location Zipcode             | 627657             |  |  |  |
| Drop Location Zipcode              | 629252             |  |  |  |

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

| Ш | ोएसटी पर इनपुट<br>कर क्रेडिट /ITC<br>on GST | जीएसटी उपकर कर<br>क्रेडिट /ITC on<br>GST Cess | लागू<br>आरसीएम/RC<br>M<br>Applicable | रिवर्स प्रभार के<br>अनुसार<br>जीएसटी/GST as<br>per RCM | रिवर्स प्रभार के अनुसार<br>जीएसटी उपकार 1 /GST<br>Cess 1 as per RCM | वैकल्पिक रिवर्स<br>प्रभार<br>/Optional<br>RCM |
|---|---|---|--------------------------------------|--|---|---|
|   | NA  | NA  | Yes                                  | 18%  | NA  | No  |

## अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

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

| क्र.सं./S.N<br>o. | परेषिती / रिपोर्टिंग<br>अधिकारी / Consignee<br>Reporting/Officer | पता/Address   | संसाधनों की मात्रा<br>/ Weight of<br>the<br>consignment<br>in MT/KL | अतिरिक्त आवश्यकता<br>/Additional<br>Requirement |
|-------------------|--|---|---|---|
| 1                 | G K Chandra Guptan   | 629252,IREL(India) Limited<br>P.O.: MANAVALAKURICHI DIST.:<br>KANYAKUMARI, STATE:<br>TAMILNADU PIN -629 252 | 2700  | N/A   |

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तै/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:

1. Bidder shall submit Valid GST, PAN & MSME Registration certificate.

#### **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 Valid 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 The rate quoted shall be FOR IREL (India) Limited, Manavalakurichi. The items hav e to be supplied strictly as per the technical specification within the delivery period me ntioned in the tender.
- 3.0 EARNEST MONEY DEPOSIT (EMD)
- 3.1 ₹99,510/- (Rupees Ninety nine thousand five hundred and ten only)

- 3.2 Tenderer shall remit EMD through RTGS/ NEFT infavour of M/s IREL (India) Limited, Manavalakurichi.
- 3.3 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 & T DC were paid, payment details including amount, and UTR No. and bank details from w hich payment was done. IREL's Email id is purchase-mk@irel.co.in
- 3.4 Incase tenderer is submitting BG in lieu of EMD the same shall be strictly in the for mat 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.
- 3.5 Offers without EMD or valid EMD exemption certificate shall not be considered.
- 3.6 The EMD is liable to be forfeited if:
- i. The tenderer changes the terms and conditions or prices or withdraw his quotation s ubsequent to the date of opening.
- ii. The tenderer fails to accept the order when placed or fails to commence supplies/wo rks 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.
- 3.7 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.
- 4.0 SECURITY DEPOSIT (SD)
- 4.1 Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding T axes) 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 (DLP).

- 4.2 Submission of SD/PBG, if called for in the tender can also be paid through Insuranc e Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt from a Sched uled 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.
- 4.3 Bank Guarantees towards Bid Security/ Security Deposit/ PBG issued by Nationalize d Banks/ Scheduled Commercial Banks (other than Cooperative Banks) only acceptable.
- 4.4 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.
- 4.5 The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.
- **5.0 PERIOD OF CONTRACT:**

The contract will be for a period of (60) sixty days from the date of commencement of work. The work shall start within two days or as clearance given by Engineer-in-Charge from the date of work order

#### **6.0 PAYMENT TERMS:**

Payment will be made within 30 days towards executed portion of work on submission of bills and duly certified by Engineer In-charge based on the weighment of transporte d quantity as per IREL weigh-bridge only.

GST Law mandates Tax Deduction at Source (TDS) vide Section 51 of the CGST/SGST Act 2017, Section 20 of the IGST Act, 2017 and Section 21 of the UTGST Act, 2017.

Please mention IREL GST number (33AAACI2799F1ZL) and HSN/SAC code of goods/services in your bills.

All payments shall be done only through E-payment. Hence successful bidder has to pr ovide Company name, Account number, Name of the bank, nature of account (Savings/Current/ CC /OD), IFS Code, Branch Code along with invoice. Payments are processed af ter submitting attendance and wages (or electronic) payment related to supplied manp ower in the prescribed format in addition to proof of P.F payment.

#### 7.0 RISK PURCHASE CLAUSE

After award of the contract, if the tenderer fails to execute the supply as per tender or at any time repudiates the order, IREL(India)Limited have the right to forfeit the EMD a nd invoke the security deposit and execute the order from other agencies at the risk a nd cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.

#### **8.0 LIQUIDATED DAMAGES:**

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 te n percent (10%) of contract value

EMPLOYER may deduct the amount so payable by Service Provider, from any amount fa lling due to the Service Provider or by recovery against the Performance Guarantee. Bo th Service Provider and EMPLOYER agree that the above percentages of price reductio n are genuine pre-estimates of the loss/damage which the EMPLOYER would have suffe red 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.

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

10.0 In case of any discrepancy between GeM SLA terms and ATC stipulated by IREL, Te rms stipulated by IREL shall govern.

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

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

All GeM Sellers / Service Providers 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 शर्तै/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 शर्तै/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, 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---