

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-02-2025 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-02-2025 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Coal
Department Name/विभाग का नाम	Coal India Limited
Organisation Name/संगठन का नाम	Central Mine Planning And Design Institute Limited
Office Name/कार्यालय का नाम	Cmpdil,ri-ii
क्रेता ईमेल/Buyer Email	aditya.telang@coalindia.in
Item Category/मद केटेगरी	Horticulture Service - Lumpsum based - Development of Garden/ Lawn/ Field/ Nursery/ Park; Garden Designing, Cleaning & Painting of Potted Plants , Horticulture Service - Manpower Based Model - Maintenance of Garden/Lawn/Field/Nursery/Park; General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning; Gardner..
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमति समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	946099.05
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	11900

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	12

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

CMPDI LTD, DHANBAD

Cmpdil,ri-ii, COAL INDIA LIMITED, Central Mine Planning and Design Institute Limited, Ministry of Coal (Cmpdi Ltd, Dhanbad)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

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.

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

Price Breakup Format - [1737615307.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of work(custom requirements if any):[1737615344.pdf](#)

Any other information to be provided by Buyer:[1737615350.pdf](#)

Horticulture Service - Lumpsum Based - Development Of Garden/ Lawn/ Field/ Nursery/ Park; Garden Designing, Cleaning & Painting Of Potted Plants (1)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Scope of Service	Development of Garden/ Lawn/ Field/ Nursery/ Park
Service Inclusions	Garden Designing , Cleaning & Painting of Potted Plants
Propagation Method to be used	Painting of flower pot and garden wall
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्ट दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Estimated number of plants to be maintained/cultivated as per scope of work	Additional Requirement/अतिरिक्त आवश्यकता
1	Aditya Sudarshan Telang	826005,CMPDIL,RI-II, KOYLA BHAWAN COMPLEX, KOYLA NAGAR, DHANBAD	1	N/A

Horticulture Service - Manpower Based Model - Maintenance Of Garden/Lawn/Field/Nursery/Park; General Maintenance Of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning; Gardner.. (2)

Technical Specifications/तकनीकी विशेषिष्याँ

Specification	Values
Core	
Type of Horticulture service	Maintenance of Garden/Lawn/Field/Nursery/Park
Scope of Work	General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers , Applying Pesticides , Trimming & Pruning
Profiles	Gardner (Mali)
Skill Category	Semi-Skilled
Educational Qualification	Not required
Experience	0 to 3 Years
Certifications/Training/ Membership	Not required
Addon(s)/एडऑन	
Inorganic Fertilizers	Yes
Organic Fertilizers	Yes
Insecticides	Yes
Herbicides	NA
Rodenticides	NA
Bactericides	NA
Fungicides	NA
Larvicides	NA
Flower	Yes
Chain Saw	Yes

Specification	Values
Electric brush cutter	Yes
Concrete Pots/Container -12 Inches	Yes
Fiber glass Pots/Container - 12 Inches	Yes
Grass carpet	Yes
Additional Details/अतिरिक्त विवरण	
DESIGNATION	MALI

Additional Specification Documents/अतिरिक्त विशिष्ट दस्तावेज़

Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Additional Requirement/अतिरिक्त आवश्यकता
1	Aditya Sudarshan Telang	826005,CMPDIL,RI-II, KOYLA BHAWAN COMPLEX, KOYLA NAGAR, DHANBAD	2	<ul style="list-style-type: none"> Qty of Inorganic Fertilizers : 60 Qty of Organic fertilizers : 1000 Qty of Insecticides : 1 Qty of Flower plants/trees : 1705 Qty of Chain Saw : 1 Quantity of Electric brush cutter : 1 Qty of Concrete Pots/Container – 12 Inches : 50 Qty of Fiber Glass Pots/Container – 12 In : 50 Area of Grass carpet : 201.32 Total Area in Sqm. : 658.62 Total no. of working days in a month : 25 Bonus (in % of Basic Pay) : 0 EDLI (in % of Basic Pay) : 0 EPF ((in % of Basic Pay) : 0 ESI (in % of Basic Pay) : 0 Monthly Wage/ Remuneration : 18475 Non Mandatory compliance 1 (Absolute Value / Amount) : 0 Non Mandatory compliance 2 (Absolute Value / Amount) : 0 Non Mandatory compliance 3 (Absolute Value / Amount) : 0 Provident Fund (in % of Basic Pay) : 0 Deployment of Machines in months : 12 Contract Period in Months : 12

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. CHECK LIST OF DOCUMENTS TO BE UPLOADED BY THE BIDDERS:

A. CONFIRMATORY DOCUMENT: All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid. **No recycling will be done for these documents i.e. no further clarification will be sought from bidder.**

SI No	Documents related to Eligibility Criteria	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Documents.
1	Undertaking Undertaking by bidder on his/her/their Letter Head as per Annexure-XIII.	Undertaking by bidder on his/her/their Letter Head as per Annexure-XIII. Undertaking regarding relatives as employees of company, Arbitration clause (in case of partnership firm), Local supplier status of the Bidder as per clause 8C of NIT, declaration w.r.t Make in India order dated 16.09.2020, Code of Integrity for Public Procurement (CIPP) and compliance w.r.t procurement from bidder of a country which shares a border with India etc.

B. OTHER IMPORTANT DOCUMENTS:

S N o	Document	Scanned copy of documents uploaded by bidder in Bidder's space/ My Document
1.	Permanent Account Number (PAN)	Copy of PAN card issued by Income Tax Department, Govt. of India.

2.	Goods and Service Tax (Not Applicable for Exempted Goods/ Services)	<p>a) Status: GST Registered Bidder under regular scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: GST Registered Bidder under composition scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>c) Status: GST unregistered bidder: Document: A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.</p> <p>Note: i) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules</p>
3	Legal Status of the bidder	<p>Any one of the following document:</p> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder. 2. Partnership deed containing name of partners. 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.

C. FINANCIAL DOCUMENT: The bidder has to UPLOAD THE PRICE BREAKUP AS PER PRICE BREAK UP FORMAT PROVIDED ONLY AT THE RELEVANT TAB FOR UPLOADING OF FINANCIAL DOCUMENT. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

2. Clause 4.8 of General Terms and Condition of ATC Document

4.8 Consideration of Abnormally Low Bids

In cases of abnormally low bids, CIL/Subsidiary may in such cases seek written clarifications from the lowest bidder(s), including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, CIL/Subsidiary determines that the bidder(s) has substantially failed to demonstrate its capability to deliver the contract at the offered price, CIL/Subsidiary may reject the bid/Proposal.

Additional performance security: (applicable for item rate as well as percentage rate tenders): If the Bid of the successful L-1 bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under contract.

Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analyzed as per standard analysis of rate of CPWD/ NBO, and shall be bidding on the bidder.

Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder. Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.

Additionally, the company shall ban such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from date of issue of such letter.

In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.

This additional performance security will not carry any interest and shall be released in the following manner:

1. 30% of Additional performance security will be released after 60% of the total work is completed.
2. 50% of Additional performance security will be released after 80% of the total work is completed.
3. 100% of Additional performance security will be released after total work is completed.

Additional performance security may be furnished in the shape of BG or any of the forms as applicable for performance security.

The validity of the Bank Guarantee if APS submitted in the form of BG shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.

3. Clause 32.1 of Instruction to Bidder of ATC Document

32.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the contractor.

The contractor needs to ensure that the employee has become a member of any of the provident fund as the case may be and the unique membership number of the CMPF/EPF or Allied Scheme needs to be submitted to Employer.

In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be by the competent authority annually /as and when asked. Bidder shall also submit copies of statutory returns.

Payable statutory payments like PF & ESI contributions paid to the contract workers as applicable shall be reimbursed to the contractor on production of proof of payment limited to the maximum likely number of workmen to be deployed as indicated in the tender document. Such payments shall be made on quarterly basis and shall not be included in the Contract Value.

*Maximum likely number of man-days to be deployed: 668.36

4. Format of Annexure-XIII

Annexure-XIII

PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S (ON THEIR LETTER HEAD) REGARDING RELATIVES AS EMPLOYEES OF COMPANY, A RBITRATION CLAUSE (IN CASE OF PARTNERSHIP FIRM/JV), LOCAL SUPPLIER STATUS OF THE BIDDER ETC.:

PROFORMA FOR UNDERTAKING

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

I / We, , Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/s., solemnly declare that:

1. Myself/Our Partners/Directors don't has/have any relative as employee of **Coal India Limited/CMPDI**.

OR

The details of relatives of Myself/Our Partners/Directors working as employee of Coal India Limited/CMPDI is as follows:

- a) Name of the employee
- b) Place of posting
- c) Department
- d) Designation
- e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/ Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Stet-Sister.

2. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

OR

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

* Delete whichever is not applicable.

3. ** I/We have not been debarred or banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

OR

**I / Wehave been debarred or banned by the organization named “ _____ ” for a period of..... year/s, effective from to

**** Delete whichever is not applicable.**

4. We,.....
.....(Name of Partners of Partnership Firm/Joint Venture), partners of

.....(Name of Partnership Firm/Joint Venture) hereby consent to abide by the relevant provisions of General Terms and Conditions of CMM/MCEW pertaining to arbitration. (Applicable in case of Partnership firm/Joint Venture)

5. We certify that the works/services offered by us against the tender for the work “.....” **against NIT No.:** **Date:** **Tender Id No. :**, meet the minimum local content requirement and has local content:

* Equal to or more than 50% (Select this, in case of Class-I Local Suppliers) i.e.....% (indicating the percentage of local content)

* More than 20% but less than 50% (Select this, in case of Class-II Local Suppliers) i.e.....% (indicating the percentage of local content)

*Delete whichever is not applicable.

Note: If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with this Undertaking, a certificate (with UDIN) from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

6. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

Note: Where applicable, evidence of Competent Authority shall be attached along with this Undertaking.

7. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.

OR

I / Wehave been debarred by.....(name of procuring entity) for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time for a period of.....year/s, effective from to.....

**Delete whichever is not applicable.

Note: A bidder who has been debarred by any procuring entity for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.

8. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document as Annexure- XV.

9. I/we do not have any previous transgression of CIPP in last three years with any entity in any country.

OR

I / We have been debarred by.....(name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of..... year /s, effective from to.....

*Delete whichever is not applicable

10.I/We undertake that no benefit under the Pradhan Mantri Rojgar Protsahan Yojna (PMR PY), has been availed. In the event of availing any benefit under the Pradhan Mantri Rojgar Protsahan Yojna (PMR PY), I/We will declare it to [CMPDI] before any payment is released by [CMPDI] with respect to this Contract."

11. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc from Bidding, as per the tender document.

Signature of the Party / Authorised Signatory

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

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

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

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.

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 [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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 नियिदा 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।

---Thank You/धन्यवाद---