



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5560

Dated/दिनांक : 29-10-2

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-11-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-11-2024 17:30:00
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	Mahanadi Coalfields Limited
Office Name/कार्यालय का नाम	Mcl Sambalpur Odisha
Item Category/मद केटेगरी	Handling ,Transport and Other Mining Services - Percentage quote based - Hiring of Pay Loaders Tippers for Mechanical transfer of coal into tipping trucks at Pit Head Coal Stocks of Hingula OCP Hingula Area and transportation of the same to Railway ..
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	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *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 t buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Estimated Bid Value/अनुमानित बिड मूल्य	890192295

Bid Details/बिड विवरण

Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	5000000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(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 दस्तावेज़ 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 जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

MAHANADI COALFIELDS LIMITED

Office of the General Manager (CMC), Mahanadi Coalfields Limited, PO-Jagruti Vihar, Burla, Dist-Sambalpur, Odisha-768020

(Mahanadi Coalfields Limited)

UIN Number NCTGC2415P**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 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 bid 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 a bidder 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 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 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 will 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 :

Bill of Quantity/Price Breakup - [1730203862.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1730203933.pdf](#)

Terms and Conditions to be mentioned by Buyer for bidders to participate:[1730203945.pdf](#)

Any Other Documents and Requirement to be mentioned by Buyer:[1730203953.pdf](#)

Handling ,Transport And Other Mining Services - Percentage Quote Based - Hiring Of Pay Loaders Tippers For Mechanical Transfer Of Coal Into Tipping Trucks At Pit Head Coal Stocks Of Hingula OCP Hingula Area And Transportation Of The Same To Railway .. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Speci ficati on	Values
Core	
SOR Items	Hiring of Pay Loaders Tippers for Mechanical transfer of coal into tipping trucks at Pit Head Coal Stocks of Hingula OCP Hingula Area and transportation of the same to Railway Siding No I II of Bhubaneswari Area M
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र.सं	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Project based (to be kept as 1)	Additional Requirement/अतिरिक्त आवश्यकता
1	Bonthal Mahamood Miya	759148,GM Office Hingula Area PO: N.S. NagarDist: Angul, Odisha	1	<ul style="list-style-type: none"> Base Value in INR (inclusive of all taxes) : 89019229

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

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 Scope Of Work(SOW)

Text Clause(s)

Eligibility and Experience Criteria

1. Eligible Bidders:

- 1.1.** The Invitation for Bid is open to all Bidders including an Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act or Joint Ventures (JV)/Consortium. The Bidders shall be eligible to participate only if fulfill the qualifying/eligibility criteria specified in Eligibility & Experience Criteria. In a Tender, a Bidder shall participate in one bid only.
- 1.2.** Joint Venture (JV)/Consortium: Two or three Companies/Contractors may jointly undertake contract(s). Each entity be jointly and severally responsible for completing the task as per the contract.

Joint Venture/Consortium details:

Name of all Members of a JV/Consortium (not more than 3):

1. Lead Member (minimum participation share - 50%)
2. Member (minimum participation share - 20%)
3. Member (minimum participation share - 20%)

Joint Venture/Consortium must comply the following requirements:

- i. The JV/Consortium must enroll in the e-Procurement portal with the name of the firm as appearing in the JV/Consortium agreement, whereas they may enrol in the name of the Lead Partner in case of Bid submission through GeM. However, the JV/Consortium has to register its name in GeM portal by obtaining all requisite legal Documents (PAN, GST etc) in the name of JV/Consortium before execution of the Agreement.
- ii. The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV/Consortium will be added together and the total criteria should not be less than as spelt out in qualifying/ Experience and Eligibility criteria as specified in e-tender Notice/ Bid document/ Experience and Eligibility Criteria. However, the required Working Capital shall be borne by individual members of JV/Consortium as spelt out in the relevant Clause.
- iii. The formation of JV/Consortium or change in the JV/Consortium character/members after submission of bid and any change in the bidding regarding JV/Consortium will not be permitted.
- iv. The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all members jointly and severally and any bid shall be submitted with a copy of the JV/Consortium Agreement providing to certify joint and several liabilities with respect to the contract.
- v. The pre-qualification of a JV/Consortium does not necessarily pre-qualify any of its member individually as a member in any other JV/Consortium. In case of dissolution of a JV/Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- vi. The bid submission must include documentary evidence to the relationship between JV/Consortium members in the form of JV/Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV/Consortium. Such JV/Consortium Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for facilities if their bid is successful.
- vii. One of the members shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally

horized signatories of all the members.

All the partners of a JV/Consortium may together authorize the Lead Partner to submit the bid behalf of the JV/Consortium, along with an undertaking that in case of a successful bid, the work shall be executed by the JV/Consortium as per contract terms of the bid document.

Note: This authorization must be a part of the JV/consortium agreement if the Bid is submitted the lead partner on behalf of the JV/Consortium.

- viii. The JV/Consortium must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the JV /Consortium and the entire execution of the contract shall be done with active participation of the Lead Member.
- ix. The contract agreement should be signed by each JV/Consortium members. Subsequent declarations/letters/documents shall be signed by lead member authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV /Consortium.
- x. The bid should be signed by the person submitting the bid, duly authorized by all the members of the JV consortium.
- xi. An entity can be a member of only one JV /Consortium. Bid submitted by JVs /Consortium /Lead Partner, consisting of the common entities as member will be rejected.
- xii. The JV /Consortium agreement may specify the share of each individual member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to the extent to individual member for subsequent submission in other bids if he intends to do so for the purpose of his qualification in that Bid.
- xiii. The earnest money / bids security bank guarantee can be submitted by the Joint Venture /Consortium or one or more partners of the Joint Venture /Consortium.
- xiv. The JV /Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected. If JV /Consortium breaks up midway before award of work and during bid validity/after award of work/during execution of contract, in addition to normal penalties as per provision of bid document, all the members of the JV /Consortium shall be debarred from participating in future bids for a minimum period of 12 months.
- xv. JV /Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
Note: If the work is awarded to a JV /Consortium firm, they will register the JV /Consortium agreement under the Registration Act in accordance with law.
- xvi. JV/Consortium shall open a bank account in the name of JV/Consortium and all payments due to the JV/Consortium shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV/Consortium at the time of execution of Agreement.
- xvii. If a Bidder participates as Joint Venture (JV) /Consortium, the benefits as per Public Procurement Policy for Enterprises Order-2012 shall not be applicable for them.

2. Eligibility Criteria to qualify for the award of contract and data/supporting documents to be uploaded online:

2.1. Eligibility criteria to qualify for award of the contract -

- A. Work Experience:** The Bidder must have experience of works (includes completed / ongoing) of similar nature **per the definition of similar nature of work given below** valuing 50 % of the Annualized estimated value of work put to tender (for period of completion over 1 year) / 50% of the Estimated value of the work (for completion up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of the previous to the one in which bid applications are invited.

The definition of similar work for this tender shall be as follows:

Loading of coal/any mineral/ soil/ ash/ stone/ rejects by Pay Loaders/ Excavators into railway wagons/ trucks/Reclaim Feeders and/or Transportation of excavated/ stacked/ crushed coal/any mineral/ ash/ stone/ rejects by Tippers/ Trucks will be considered to be of similar work. Transportation of construction goods etc. will not be considered.

Or

The experience of excavation/earth work with or without drilling, in all kinds of strata and dumping, spreading the same at specified places will be considered as similar work for this tender.

“Annualized value” of the work shall be calculated as the “(Estimated value ÷ Period of completion in Days) x 365”. The value of executed works shall be given a simple weightage to bring them at current price level by adding 7% each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Tender has been invited.

[In case of JV/**Consortium**, Work Experience shall be met collectively by all the members.]

Supporting Documents to be uploaded online in the link provided under Experience Criteria:

For work experience Bidders are required to submit Work Experience (includes completed / ongoing) Certificate issued by the employer against the Experience of similar work containing the following information as per Annexure-I of GTC/SLA:

- i. Start date of the year for which work experience of Bidder is to be considered for eligibility,
- ii. Start date & end date of each qualifying experience (similar nature),
- iii. Work Order Number/Agreement Number of each experience are to be mentioned in the uploaded Work Experience Certificate,
- iv. Name & address of Employer/Work Order Issuing authority of each experience,
- v. Percentage (%) share of each experience (100% in case of an Individual/Proprietorship firm or the actual % of share in case of a Joint Venture/Partnership firm),
- vi. Executed Value of work against each experience,
- vii. In case the Bidder is a Joint Venture, the work experience of any one, two or three of the individual members of JV or the JV itself may be furnished as the work experience of the Bidder.

Work Order, BOQ, TDS etc may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.

Note: A Sample Checklist for Work Experience Certificate is enclosed at Annexure-XI of GTC/SLA.

- B. Working Capital:** Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The Bidder should possess the working capital within three months prior to the intimated date of opening of tender.

[In case of JV/**Consortium**, the lead member shall have to possess at least 50% share and all other members shall have to possess at least 25% share in the Working Capital].

Supporting Documents to be uploaded online in the link provided under Certificate (Requested in AT)

Certificate with UDIN of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the **following** information as per Annexure-XII of GTC/SLA:

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources,
- ii. Date on which the Bidder possesses the required working capital,
- iii. Name of the Chartered Accountant (CA),
- iv. Membership Number of CA who certifies the Bidder's working capital on a particular date,
- v. Date of Issue of Certificate.
- vi. UDIN of the Certificate.

In case the Bidder is a Joint Venture, the Working Capital of the individual members of the JV will be added together.

Note: A Sample Checklist for Working Capital Certificate is enclosed at Annexure-XII of GTC/SLA.

- C. Fleet Requirement:** The Bidder is required to upload an undertaking in the prescribed format (as per Annexure-I) to deploy the following matching equipment/tippers/pay loaders either owned or hired.

Type of Fleet /Equipment	Measure of Capacity	Unit of Capacity	Minimum Capacity required for the fleet/equipment
Tipper	Carrying Capacity	Ton	20

Pay Loader	Bucket Capacity	Cu.M.	4.5
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- D. PAN Card:** PAN card issued by Income Tax Department, Govt. of India (In case of JV /Consortium, PAN card for Indian partner of JV /Consortium and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV /Consortium itself).

Supporting Documents to be uploaded online in the link provided under Additional Document-1:

Scanned copy of the PANcard issued by Income Tax department, Govt. of India.

Note: In case of JV /Consortium, each Indian member of JV /Consortium should possess PAN and each foreign member should possess Verifiable Tax Residency Certificate of respective country or JV /Consortium itself should possess

- E. GST Registration** (Not Applicable for Exempted Services)

The Bidder should be either GST Registered Bidder under regular scheme, OR

GST Registered Bidder under composition scheme, OR

GST unregistered Bidder during bid submission as per above.

Supporting Documents to be uploaded in the link provided under Additional Document-2:

The following documents depending upon the status w.r.to GST:

- a) Status: GST registered Bidder under regular scheme

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

- b) Status: GST registered Bidder under composition scheme.

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

- 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.

[In case of Joint Venture/Consortium, the Bidder should submit Scanned Copy of GST status of Leader of the Joint Venture/Consortium along with the documents as applicable as per (a)/ (b)/ (c) above]

Note: -

- In case the service is awarded to a Joint Venture/Consortium participating in the tender the Bidder has to submit PAN, GST registration (as applicable in the tender and for the Bidder status) etc. in the name of the Joint Venture/Consortium at the time of execution of Agreement.**
- If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.

- F. Legal Status of the Bidder:** The Bidder should be Individual/ Proprietorship firm/ Partnership firm/ Company incorporated under Companies Act/Joint Venture /Consortium.

Supporting Documents to be uploaded in the link provided under Additional Document-3:

- The following documents in respect of Legal Status of a JV Bidder shall be uploaded in by the JV/CONSORTIUM Bidder:
 - Scanned copy of JV /Consortium Agreement as per Annexure-II of General Terms and Conditions/SLA, containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner
 - Power of Attorney of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV /Consortium agreement on behalf of them;
 - The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV /Consortium mentioned below:
 - Affidavit or any other document to prove proprietorship/Individual status of the Bidder, OR
 - Partnership deed containing name of partners. OR
 - Memorandum & Article of Association with certificate of incorporation containing name of Bidder.
- The document(s) (any of them as applicable) regarding legal status of eligible Bidders other than a JV/Consortium as mentioned below**

- a) **Affidavit or any other document to prove Proprietorship/Individual status of the Bidder**
- b) **Partnership deed containing name of partners; OR**
- c) **Memorandum & Article of Association with certificate of incorporation containing name of Bidder.**

G. Written Consent regarding Arbitration:

It shall be taken as an undertaking from the Bidder during submission of bid in case the Bidder is a Partnership or Joint Venture / Consortium as per the format given at Annexure-IX of General Terms and Conditions/ SLA. For other category of Bidders acceptance of terms and condition through LOB complies this requirement. **It is to be uploaded the link provided under Additional Document - 4.**

H. Letter of Bid: The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, NIT No. This will be the covering letter of the Bidder for his submitted bid. The Bidder shall have to accept unconditionally the Letter of Bid in the Undertaking as per Annexure-XIII annexed to the SLA (General Terms and Conditions of the contract), which shall be construed as submission of LOB by bidder.

I. Restriction on Procurement from a bidder of a country which share a land border with India and on contracting to Contractors from such countries:

The Undertaking of the Bidder 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 contracting to Contractors from such countries will be given in the tender document.

- I. 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.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a joint venture (that is an association of several persons, or firm or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinabove including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means.
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A joint venture where any member of the joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under: -
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural persons, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty- five per cent of shares or capital or profits of the company.
- 2. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- 3. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen per cent of capital or profits of the partnership.
- 4. In case of an unincorporated association or body of individuals, the beneficial owner is the natural persons, who, whether acting alone or together, or through one or more juridical person has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- 5. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant

natural person who holds the position of senior managing official.

6. In case of a trust, the identification of beneficial owner(s) shall include identification of the trustee, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

J. Undertaking: An undertaking is to be given on Bidder's letter head online as per the format given under Annex X in the General Terms and Conditions/Service Level agreement (SLA). **It is to be provided in the link provided under Additional Document - 4**

K. Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by GoI from time to time-

i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work cannot be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tender work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L-1 + 15% and they match the L-1 price.

ii) In case of more than one such MSEs are in the price band of L-1 +15% and matches the L-1 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 who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender, in case the L-1 is other than MSE. If 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 L-1 + 15% do not agree to match the rate of L-1 of the tender, then the MSE with next higher quoted rate in the price band of L-1 + 15% shall be given chance to match the rate of L-1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE Bidders are exhausted.

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, four percent sub-target so earmarked shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the Bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (vii) below. The Bidder shall be responsible to furnish necessary documentary evidence for enabling CIL to ascertain that the MSE is owned by SC/ST. 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% shares in the enterprise.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

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

- a. Micro Enterprise -Enterprise where the investment in Plant and Machinery or Equipment 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 or Equipment does not exceed Ten Crore Rupees and Turnover does not exceed Fifty Crore Rupees.

vii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are micro enterprise or small enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

This documentary evidence is to be uploaded in the link provided under Additional Document - 4

L. Procurement Preference to Make in India

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Government of India as amended from time to time shall be applicable. In terms of the above said policy, purchase preference

all be given to Class-I local supplier. In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

The definitions of Class-I Local Supplier, Class-II local supplier, Non-Local supplier, Local Content and Margin of Purchase Preference as per above mentioned Order are as follows: -

- A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.
- B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.
- C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order.
- D. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (including net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percentage.
- E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by the Government of India as amended from time to time shall be applicable. (NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN 5 LAKHS.)

In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Non-Class-I local supplier is not eligible to bid. The purchase preference shall be given to Class-I local supplier only.

In terms of the above said policy, purchase preference shall be given to Class-I local suppliers in the following manner:

I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -

- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
- ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next highest Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncontracted on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.

II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed: -

- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
- ii) If L-1 is not from a Class-I local supplier, the lowest Bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.
- iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on, and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 Bidder.

III. Applicability in tenders where contract is to be awarded to multiple bidders

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per the following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.

- c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in tender documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rate is within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract and also to the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not meet the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class- I local supplier' within the broad policy guidelines stipulated in sub-paras above.

IV. Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

V. Verification of local content:

- a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.
- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The above document is to be uploaded in the link provided under Additional Document-4.

- c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.
- d) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e) False declarations will attract debarment of the bidder or its successors for a period up to two years as per provisions on debarment of firms from bidding along with such other action as may be permissible under law.
- f) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below.
- g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of the process, so that:
 1. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 2. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 3. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

VI. Reciprocity Clause

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate in and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have a direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under administrative control and GEM for appropriate reciprocal action.
2. Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
3. The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entity.

stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

4. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
 - a) Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required and stipulated because of nonavailability of Indian Standards and/or for any other reason, the same shall be done only after written approval of CMD of CIL/Subsidiary.
 - b) CIL/Subsidiary whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, for the next 5 years on their respective website (Note: To be monitored by Project Monitoring Division).

M. Procurement from Startups shall be applicable for Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by GoI from time to time.

- i. Prior experience and prior turnover shall be relaxed for Startups Bidders as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for the category of Work/Services in which they are registered, subject to meeting of quality and technical specifications.
- ii. This shall be applicable in Service tenders having innovation, development or improvement of products or processes of services.
- iii. To waive off the requirement of experience and turnover criteria for Startups, the details of work Experience and Financial Turnover during bidding on the portal, a pre-defined input shall be prescribed in the NIT to be filled up by startups so that they comply the portal logic. A confirmatory document for being a Startups shall be prescribed in the NIT which shall be a certificate for being a Startups issued by DPIIT in the category of work and Service for which they are registered. This provision shall continue till e-Procurement portal is customized to take care of Bidder wise evaluation.
- iv. The existing working capital eligibility criteria shall be kept enabled for all the participating Bidders including Startups.

3.1. Even though the Bidders meet the above eligibility criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in violation of the qualification requirements.

3.2. If the Bidder is a Subsidiary of a Company, the experience and resources of the Holding Company or other Subsidiaries will not be taken into account. However, if the Bidder is a Holding Company, the experience and resources of its wholly owned Subsidiaries will be taken into consideration.

Notes: The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down shall all be in the Bidders' name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a Holding Company relies on the credentials of its wholly owned Subsidiaries.

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

S I. N O.	Eligibility Criteria	Scanned copy of documents to be uploaded in support of Experience & Eligibility Criteria
1	<p>THE WORK EXPERIENCE:</p> <p>The Bidder must have experience of works (includes completed/ongoing) of similar nature valuing 50 % of the annualized estimated value of the work put to tender (for period of completion over 1 year) / 50 % of the estimated value of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.</p>	<p>Refer Clause 2.1 (A) of Eligibility & Experience Criteria.</p> <p>To be provided in the link provided under Experience Criteria.</p>

<p>2 THE AVAILABILITY OF WORKING CAPITAL:</p> <p>Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The Bidder should possess the working capital within three months prior to the date of opening of tender.</p>	<p>Refer Clause 2.1 (B) of Eligibility & Experience Criteria.</p> <p>To be provided in the link provided under Certificate (Requester ATC).</p>
<p>3 Undertaking as per Annexure-IX</p>	<p>Scanned copy of the Undertaking to be uploaded by the Bidder on their letter head as per annexure-IX of General Terms and Conditions/Service Level Agreement (SLA) of the Contract.</p> <p>[Note: Ref Clause 2.1 (J) of Eligibility Experience Criteria.]</p> <p>This documentary evidence is to be uploaded in the link provided under Additional Document - 4.</p>
<p>Documents Regarding MSE Status</p>	<p>Copy of the documentary evidence to be uploaded along with the undertaking.</p> <p>[Note: Ref Clause 2.1 (K) of Eligibility Experience Criteria.]</p> <p>This documentary evidence is to be uploaded in the link provided under Additional Document-4.</p>
<p>Documents regarding Purchase Preference Under ‘Make in India’ Policy for or “Local Supplier”.</p>	<p>Scanned copy of documents to be submitted by bidder(s) in support of information / declaration furnished online in the bid against Eligibility Criteria Confirmatory Document.</p> <p>[Note: Ref Clause 2.1 (L) of Eligibility Experience Criteria.]</p> <p>This documentary evidence is to be uploaded in the link provided under Additional Document-4.</p>
<p>4 FLEET REQUIREMENT:</p> <p>The Bidder is required to give an Undertaking to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired.</p>	<p>Unconditional acceptance of the Fleet Requirement in the Undertaking as per Annexure-XIII annexed to the SLA (General Terms and Conditions of the Contract).</p> <p>This documentary evidence is to be uploaded in the link provided under Additional Document-4.</p>
<p>5 Valid Permanent Account Number (PAN)</p>	<p>Documents as per Clause 2.1 (D) of Eligibility & Experience Criteria.</p> <p>This documentary evidence is to be uploaded in the link provided under Additional Document-1.</p>
<p>6 Goods and Services Tax (Not Applicable for Exempted Services)</p> <p>The Bidder should be either GST Registered Bidder under regular scheme.</p> <p style="text-align: center;">OR</p> <p>GST Registered Bidder under composition scheme</p> <p style="text-align: center;">OR</p> <p>GST unregistered Bidder</p>	<p>Documents as per Clause 2.1 (E) of Eligibility & Experience Criteria.</p> <p>This documentary evidence is to be uploaded in the link provided under Additional Document-2.</p>

<p>7 Legal Status of the Bidder</p>	<p>Documents as per Clause 2.1 (f) Eligibility & Experience Criteria</p> <p>This documentary evidence is uploaded in the link provided under Additional Document-3.</p>
<p>8 Letter of Bid and Undertaking</p> <p>Regarding genuineness of the information furnished online and authenticity of the documents uploaded online in support of his eligibility as per the format given in Annexure-VII of General Terms and Conditions.</p>	<p>Unconditional acceptance of the Letter of Bid in the Undertaking as per Annexure-XIII annexed to the SLA (General Terms and Conditions of the contract) which shall be construed as submission of LOB by bidder.</p> <p>This documentary evidence is uploaded in the link provided under Additional Document-4.</p>

Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by Bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria. **Multiple documents are to be combined to single pdf and uploaded in a single link.**

5. Validity Period of Offer:

The validity period of the tenders shall be 120 (One Hundred and Twenty) days from the last date of submission of bids. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be uploaded in the GeM Portal online. A bidder may refuse the request without being penalized for the same. A bidder agreeing to the request will not be required or permitted to modify his bid.

The tenderer shall not, during the said validity period or within the period extended by mutual consent, revoke or alter his tender or alter the tender or any terms/conditions thereof without consent in writing of the Company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No. 15 of Instructions to Bidder (ITB) (Modification and Withdrawal of Bid).

6. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the GeM portal. Under any circumstances, MCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
7. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by bidders who resort to canvassing shall be liable for rejection.
8. This Tender Notice shall be deemed to be part of the Contract Agreement.
9. The Company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all bids without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one Bidder or accept the tender in part and not in its entirety, at its sole discretion.
10. The Company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever.

Any addendum/corrigendum/Modification/date extension etc. in respect of above tender shall be issued on GeM Portal only. No separate notification shall be issued in the press. Bidders are therefore requested to visit GeM Portal regularly to keep themselves updated.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1) The engineer In Charge will be the consignee for this tender.
- 2) The contract generated in the GeM portal is equivalent to Letter of Acceptance (LOA)

3) The document nomenclatures "General Terms and Conditions", "Conditions of Contract" and Service Level Agreement (SLA)" are all equivalent.

4) The successful L-1 Bidder has to pay Performance Security Deposit (PSD) i.e. First part of the Security Deposit as per clause 4.2 of General Terms and Conditions/ Conditions of Contract/ Service Level Agreement (SLA) of the Contract.

5) Bidders are not required to upload their Price Break-up in pdf format.

6) The Route Plan is annexed to the General Terms and Conditions/ Conditions of Contract/ Service Level Agreement (SLA) of the Contract.

4. Buyer Added Bid Specific SLA

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 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 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 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 respond to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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 ensure 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 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 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 प्राप्ति 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 करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---