



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5783979
Dated/दिनांक : 05-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-01-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-01-2025 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
क्रेता ईमेल/Buyer Email	so-enm-ibva.mcl@nic.in
Item Category/मद केटेगरी	Monthly Ambulance Service (All Inclusive) - All inclusive service; Type D Advance Life Support Ambulance; Single Stretcher Premium Van; Tata Winger Ambulance 3200, Tata Winger Ambulance 3400, Force Traveler Ambulance
Contract Period/अनुबंध अवधि	3 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) *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?/	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	11448512.61

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	143200

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).	38

(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 :

Staff Officer (E&M), IB Valley area, MCL
MCL Sambalpur Odisha, COAL INDIA LIMITED, Mahanadi Coalfields Limited, Ministry of Coal
(Ajaya Kumar Behera)

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Monthly Ambulance Service (All Inclusive) - All Inclusive Service; Type D Advance Life Support Ambulance; Single Stretcher Premium Van; Tata Winger Ambulance 3200, Tata Winger Ambulance 3400, Force Traveler Ambulance (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Procurement Model	All inclusive service
Ambulance Type	Type D Advance Life Support Ambulance
Ambulance Model	Single Stretcher Premium Van
Model Variants	Tata Winger Ambulance 3200 , Tata Winger Ambulance 3400 , Force Traveler Ambulance
Air Conditioning Requirement	AC
Usage Variant per month	3000 Km
Duty days in a month	All days including holidays
Year of Vehicle Model	2022 , 2023 , 2024 , 2025
Km travelled	Up to 50,000 KM
Fuel Type	Diesel
Addon(s)/एडऑन	
Consumables & Medical Supplies	NA
Additional Details/अतिरिक्त विवरण	
zipcode	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Ambulances	Additional Requirement/अतिरिक्त आवश्यकता
1	Tapan Kumar Swain	768216,Office of the General Manager, Ib-Valley Area, MCL, Brajrajnagar, Dist: Jharsuguda, ODISHA-768216	1	<ul style="list-style-type: none">Duration in months : 36

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. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3. Purchase Preference (Centre)

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

4. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

7. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

MCL, IB VALLEY AREA
payable at
BRAJRAJNAGAR

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

8. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

MCL, IB VALLEY AREA

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

TERMS AND CONDITIONS:

Work Description:

“Hiring of 01 no. ALS Ambulance for 3000 Km max run per month, 24 hrs (shift) duty, for a period of 03 years (365 working days/year) for Central Hospital, IB Valley area”.

1. The ambulance(s) will be deployed for 365 days in a year.
2. The ambulance(s) is/are to be deployed at following locations of MCL - *Central Hospital, IB Valley area*.
3. The vehicle will be engaged for 24 hours a day with engagement of one driver and *one Emergency Medical Technician (EMT) (applicable for ALS only)* per shift per ambulance.
4. There will be three shifts of 08 hours each in a day.
5. The first date of registration of the vehicle(s) accepted in this tender: on or after Dt.21/05/2022
6. Mileage/ average of KM/Litre applicable for required type of vehicle is 8 km/litre.
7. The estimated cost of the work is inclusive of hiring cost, wages of EMTs (*applicable for ALS only*), wages of drivers, fuel cost and GST@18% but excluding PF.
8. The price offered by the bidder should be excluding PF only.
9. “Mahanadi Coalfields Limited, Central Hospital, IB Valley area” in English and regional language should be written on both side of the vehicle along with MCL logo in bold letter as per Ambulance Code AIS-125.
10. Equipments/ Instruments & other items as per list given in Service Level Agreement (SLA) are to be made available and functional all the time.
11. “AMBULANCE” should be written on front and back of the vehicle with florescent red color and ambulance logo in blue color as per Ambulance Code AIS-125 and MCL logo.

12. Ambulance shall be stationed in hospital for 24x7 along with driver & EMT (*applicable for ALS only*), and ready to move to attend /transport patients as per the direction of the CMO/ officer in-charge of the hospital anytime.

(A) Drivers for Ambulance(s):

1. They should be well behaved, disciplined and report at duty place in uniform provided by the contractor before 30 minutes as per their duty schedule. They must produce vehicle logbook per day as provided by the contractor to get sign/verified by the officer in-charge every day in the morning.
2. As the ambulance services are connected to human life, all the drivers must be ready to move for outstation duties at any time on the instructions of CMO/medical officer in-charge/ engineer in-charge or authorized executive of the hospital for quick and fast services as and when required.
3. They should be responsible for safe pick & drop including shifting of patients in/out of the ambulance at site/hospital while transportation.
4. They must have full knowledge of Hindi/local language, locations from where they pick and drop the sick and serious patients. They should also be literate to read the traffic signs and rules.
5. They should be ready to work in shift on rotational basis as per instruction of the CMO/in-charge/officer in-charge or authorized executive of the hospital.
6. They should be medically fit, healthy and free from any communicable diseases. Contractor must get their medical examination once in a year during the contract period at their own cost.

(B) Emergency Medical Technician (EMT) For Ambulance (*applicable for ALS only*):

1. They should attend the patients in emergency and also associate with ambulance for safe pick and drop including shifting of patients in/out of the ambulance at site/hospital while transportation and as per instructions of CMO/medical officer in-charge/ engineer in-charge or authorized executive of the hospital.
2. They should also assist doctors/staff nurses on duty for better management of the patients in emergency as well as in stabilization center and to work in rural health camps/dispensary outside of the hospital as per instructions of above authorities.
3. Knowledge of local language, Hindi and English may be preferred for deployment of manpower.
4. They should be well behaved, disciplined and ready to work in shift on rotational basis as per direction of the CMO/medical officer in-charge/ engineer in-charge or authorized executive of the hospital.
5. As the ambulance services are connected to human life, all the emergency medical technicians must be ready to move for outstation duties at any time on the instructions of CMO/in-charge/ engineer in-charge or authorized executive of the hospital for quick and fast services as and when required.
6. They should be ready to work in any section of hospital or any other job assigned to them on the instructions of the CMO/medical officer in-charge/ engineer in-charge.

-

Other Terms and Conditions: -

-

- 1. Legal Status of the bidder:** Bidder needs to submit any one of the following document at the time of bidding based on the status of the bidder:
 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
 - 2.** In case of deployment of vehicle beyond specified kms, the contractor will be paid as per actual km running (beyond specified limit) at the rate quoted by the contractor per km.
 - 3.** No extra payment will be made to the contractor on account of night halt or outstation charges.
 - 4.** After award of work, the successful bidder may deploy the ambulance(s) with requisite medical equipment either owned by the bidder or through hiring agreement with the owner of the ambulance(s). Hiring agreement must contain the GeM Contract No. & date.
 - 5.** After award of contract, Successful Bidder can upload scanned copy of the DD/FDR/PBG in place of PBG and has to ensure delivery of hard copy to the original DD/FDR/PBG to the Buyer within 15 days of award of contract. In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be liable for cancellation with forfeiture of the bid security / earnest money. Additionally, the company may ban such defaulting contractor from participating in future tenders of MCL for a minimum period of one year from the date of issue of such letter.
 - 6.** After generation of Contract document in GeM Portal, bidder should submit all statutory documents e.g RC book, Hiring agreement (if applicable), Fitness Certificate, pollution certificate, Road tax clearance, Latest First Party Insurance (comprehensive policy) paid up to date, valid driving license of the assigned drivers, as required under Motor vehicle Act, *certificate of training of Emergency Medical Technician-Basic (HSS/Q 2301) or equivalent from one of the bodies accredited by Healthcare Skill Council of the assigned EMTs (applicable for ALS only)*, and other Govt. Acts/ registration for the deployed vehicles along with Pre Contract Integrity Pact as per Annexure-I of ATC (if applicable), within 60 days.
 - 7.** After submission of Performance Security amount by the bidder within 15 days of award of contract (as per GTC of GeM) and upon verification from the issuing bank and submission of other requisite document(s) as per above clause, Work Order will be issued.
 - 8.** If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be banned for minimum one (1) year from participating in tenders in MCL.
 - 9.** If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit or fail to execute the work satisfactorily, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 day's notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money, deposited by him and to rescind the Contract document generated on GeM/Work Order and also to ban the contractor to take part in the future re-tender.
- The Company may ban such defaulting Contractors from participating in future Tenders for a minimum period of 1 (One) year in MCL.
- 10.**The vehicle movement register has to be maintained by the Service Provider & the same to be certified by the controlling officer on daily basis. If desired the same has to be produced to the Consignee/Controlling Officer of the Vehicle.
 - 11.**The Bank payment statement, wage sheet and EPF/CMPPF & CMPS deduction/deposit (as applicable) has to be submitted (Hard copy) at the time of Bill processing every month. Based on that Labour Payment Certificate (LPC) will be issued by MCL.

- 12.**All the contract workers shall be covered with the Bio-metric attendance system for payment of wages.
- 13.**The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of Coal India Limited within 30 days after work order and will have to enter and update periodically the following details in the portal:
 - a. Work Order details
 - b. Contractor workers details and Wages payment details in respect of each Work Order.
- 14.** Contractor shall not pay less than minimum wages as per notification of Central govt. from time to time to the deployed manpower to Drivers for Skilled Worker and to Emergency Medical Technicians for Highly Skilled Worker. The payments are to be made through bank only.
- 15.**MCL shall not be liable to provide either accommodation or garage facilities to the contractor or their employee.
- 16.**Refilling of medicines and medical consumables will be the responsibility of MCL. However, refilling of oxygen cylinders will be the responsibility of the Seller.
- 17.**All expenses towards salary, uniform, repair and maintenance of ambulance and equipment/instruments, fuel (HSD), lubricants, damages due to accident/wear & tear, comprehensive insurance, road tax, income tax, GST or any other taxes, ambulance fitness, mobile phone, medical expenses of manpower, room rent, legal compliances etc. not mentioned herein shall also be arranged and borne by the contractor.
- 18.**Contractor has to arrange medical facilities to all their deployed workers at their own cost. MCL shall not be held responsible to provide such facilities. No reimbursement shall be applicable in this account.
- 19.**Contractor and their employees shall not at any time cause or permit any nuisance or damage to properties on the site and township and/ or do anything which shall cause unnecessary disturbance or inconvenience to the patients, hospital, residents or anyone. Doing so, they shall be penalized on the discretion of the MCL hospital and HR authorities.
- 20.**The work should be commenced within 60 days of generation of GeM contract.
- 21.**In case of any accident of the vehicle or to the driver/EMT, MCL will not be held responsible or liable for any payment of compensation to the contractor or to his driver/EMT.
- 22.**The MCL undertakes no liability if the vehicle is damaged, set on fire etc. by any mob or by any person or by accident during the engagement/hire in progress.
- 23.**The contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rule/Regulations/Bye-laws and orders of the Local authority/ Municipality/State Govt./Central Govt. applicable to the worker. Mines Act. Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/liability whatsoever on these accounts and the contractor shall fully indemnify the Company against any claim/dispute.
- 24.**Contractor has to keep reserve manpower for ambulances' shift rotation and leave also. Being emergency services, non-deployment of drivers in any shift of ambulance shall be treated whole shift of particular ambulance as absent and shall be dealt as per 'PENALTIES AND FINE' clause of Services STC of GEM.
- 25.**In case the contractor fails to provide ambulance of similar or higher class along with all medical equipment in operational condition listed under the tendered Ambulance type for a particular day, contractor will be entitled for only 50% of hiring charges for that day; for Type of Equipment for Management of Life Threatening Problems, contractor will not be entitled for any hiring charges for that day.
- 26.**CMO/Medical Officer/officer in-charge is final authority to remove any manpower without any notice to the contractor if behavior of particular manpower found unsatisfactory. Contractor has to replace such manpower immediately. Non-compliance of the same shall be treated as ambulance absent in particular day and will be dealt as per 'PENALTIES AND FINE' clause of Services STC of GEM.
- 27.**Maintenance of any ambulance within 24 hours is essential if any breakdown arises. Ambulance will be treated as absent in such circumstances and no payment shall be made in that period.
- 28.**The contractor shall keep adequate number of Ambulance(s) for satisfactory execution of the work.
- 29.**For the routine service, the vehicle should not be withdrawn without prior intimation. In such a case, the contractor shall have to arrange a standby vehicle of same or higher class in good working

ng condition as replacement along with all medical equipment in operational condition listed under the tendered Ambulance type. Non-compliance of the same shall be treated as ambulance absent in particular day and will be dealt as per 'PENALTIES AND FINE' clause of Services STC of GEM.

- 30.** Non-deployment of vehicle in any particular shift will be treated as absent in that shift and no payment shall be made in for such shift. Additionally it shall be dealt as per 'PENALTIES AND FINE' clause of Services STC of GEM.
- 31.** AMC/ Warranty of the medical equipment & instruments installed in ambulance is mandatory in the entire durations of the contract.
- 32.** Duty roster of the drivers/ EMTs (if applicable) are very important and shall be provided by the contractor on the last working day of the month for the succeeding month in the office of the officer-in-charge.
- 33.** It will be the responsibility of the contractor to maintain all statutory documents e.g, RC book, Fitness Certificate, pollution certificate, Road tax clearance, Latest First Party Insurance (comprehensive policy) paid up to date. Goods and Services Tax Registration (if required), valid driving license of the assigned driver, as required under Motor vehicle Act and other Govt. Acts/ registration.
- 34.** The Contractor and Driver of the vehicle will have to maintain phone connection and Mobile for easy access. The contractor shall provide a mobile (cellular) telephone with SIM for single point of communication to the ambulance, which shall be present inside the ambulance at all time. The contractor shall also ensure time to time recharge of the SIM as required.
- 35.** The Ambulance(s) should have Water Dispenser, Air Conditioning system, Inverter, CLOCK, Roof/Wall mounted fans, Exhaust Fan, Provision for power switches/sockets, etc. and the following items:
 - a) Curtain rod and curtains: - Hospital curtains to cover door glasses for patient privacy to be provided. Foldable sun wiser to be provided on the window between patient and pilot cabin.
 - b) Pilot cabin light: Light should be provided in pilot cabin having luminosity good enough to enable pilot in reading and writing in the registers.
 - c) Velcro strips should be provided everywhere arresting the movement of any equipment/trays, curtains etc.

36. Application of Price Variation Clause (if applicable):

36.1 Escalation/De-escalation for Labour: The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:

$$V_L = W \times \frac{A}{100} \times \frac{L - L_o}{L_o}$$

Where:

V_L = Variation in labour cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/de-escalation relates as indicated in clause-36.1.1.

A = Component of Labour expressed as percentage of total value of work (A = 55.31)

Lo = Minimum wages for unskilled workers payable as per the Minimum Wages Act/Rules of the State or Central Govt., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the price bids or revised price bids, whichever is later. Lo = 526

L = Revised minimum wages of unskilled worker corresponding to Lo during the period to which the escalation/de-escalation relates.

36.1.1 While calculating the value of "W" the following may be noted : The cost on which the escalation will be payable shall be reckoned as 85 % of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation or de-escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Officer In Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full-assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further the cost of work shall not include any work for which payment is made at prevailing market rates.

36.1.2 In the event wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply. No such adjustment for the increase / decrease in material price and/ or wages of labour before mentioned would be made in case of contracts in which the stipulated period of completion of the work is six (6) months or less.

36.2 PAYMENT OF PRICE VARIATION ON PETROL/ DIESEL : If the prices of Petrol/ Diesel increase or decrease, the contractor shall be compensated for such increase or recoveries shall be made from the dues of the contractor for such decrease as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on prices should not be allowed further if not provided otherwise in the accepted contract. Such compensation for variation in the prices when due shall be worked out based on the following provisions:

36.2.1: The base price of petrol/diesel for working out such price variation (escalation/de-escalation) shall be the price of petrol/ HSD (High Speed Diesel) specified in the tender notice.

36.2.2: Bench marking of price variation on account of petrol/ diesel will be done on the basis of price of the petrol/diesel of the retail outlet of IOC/BP (PSUs), nearest to the worksite and the price variation will be admissible on simple average of petrol/ diesel rate (nearest to the worksite) of the period considered for price variation.

36.2.3: Price Variation on Petrol/ Diesel : The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of petrol/diesel and the cost shall be calculated in accordance with the following formula:

1

$$V_f = K \times \frac{1}{B} \times (F - F_o)$$

B

V_f = Variation in Petrol/Diesel cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

K = Actual KM run of the vehicle for that particular period considered for price variation.

B = Mileage of the vehicle (Km/litre) as specified in the tender notice.

F = Simple average of petrol/ diesel rate (nearest to the work site) of the period considered for price variation.

F_o = Base price of petrol/diesel, applicable to the place of work as taken in the approved estimate which is equals to Rs.92.74

36.3 Application of Price Variation Clause during extended period of Contracts.

The Price Variation Clause as stated above will be applied for extended time frame of a contract by the principle stated as under:

- i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period, the operation of the Price Variation Clause will remain suspended.
- ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.
- iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor, then the Price Variation Clause will not be revived for the purpose of escalation but shall be revived and applied for the purpose of de-escalation and no further payment will be made to the contractor on account of any escalation during this period but recovery shall be made for de-escalation, if any. Additionally, the Clause related to Compensation for delay will be applied.

No payment will be made by applying **"FROZEN INDICES"** under any circumstances.

If the wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for or such decrease, as per provisions detailed hereafter:

- a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/ de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. The Price Variation Clause shall not be applicable for works for which stipulated period of completion is six months or less.

b) The base date for working out such escalation/de-escalation shall be the last date on which the bids (inclusive of price part) or revised price bids (inclusive of revised offer) were stipulated to be received.

c) The compensation for escalation or recoveries to be made shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.

37.When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Department or of both. The extension will have to be by party's agreement, express or implied. The extension of contract will be at the existing rate or the rate finalized in the next tender, whichever is lower.

38.Integrity Pact: (Applicable for tender value (Estimated cost put to tender) 50 lakhs and above)

The Pre-Contract Integrity Pact is given at Annexure-I of the ATC.

Name, address and contact No. of the Independent External Monitor (IEM) nominated for this tender:

Name	Address	Contact Number
Dr. K. L .Dhingra, Ex-CMD HUD CO	House No. 324, Section 4, Panchkula -134112 (Haryana)	iem-kldhingra.mcl@coalindia.in , dhingra.kld@gmail.com m ph no. 09958643434/ 09911643434

(For tenders having estimated value Rs 5 crore and above, two IEMs will be nominated)

39.Guidelines for Banning of Business

=

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Banning of Business' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.

2. The contracting entity may be banned in the following circumstances: -

- i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
- ii) If L-1 bidder fails to submit PSD and APSD, if any and/or fails to execute the contract within stipulated period.

- iii) If L-1 bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
 - vi) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilisation advance given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
4. The banning shall be for a minimum period of one year and shall be effective for the concerned S subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.
6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.
7. **Approving Authority:** The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:

a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.

b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary Company.

8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.

40. CMPF / EPF CLAUSE

(i) If the contractor deploys labourers for less than 30 days, he has to submit an affidavit to the effect that he has not engaged any contractual labourer beyond 30 days during execution of work in the said contract and the same has also to be certified by the authority issuing labour payment certificate as well as bill accepting authority prior to payment of final bill.

(ii) If the case does not fall in (i) above, the contractor has to deposit amount in CMPF/EPF as per the provisions and necessary proof of payment of PF dues is to be submitted before the authority issuing labour payment certificate as well as bill accepting authority prior to the payment of final bill. The payment against the PF (Contractor's share only) is reimbursable to the contractor on submission of proof of payment.

41. CMPS CLAUSE (Applicable For CMPF registered contractors)

(i) The contractor has to abide CMPF & MP Act, 1948, Coal Mines Pension Scheme (CMPS), 1998. Any amendments in the provisions of the above said acts shall automatically be applicable to contractual employees. Accordingly, contractor shall make deductions including revisions/ amendments as and when enacted by competent statutory authority. The contractor has to deduct respective percentage (as on date 7%) of payable basic and VDA towards pension and equal amount is to be deposited with CMPFO by the contractor as employer share which will be reimbursed on submission of documentary proof including statutory levies.

(Applicable for tender value (Estimated cost put to tender) 50 lakhs and above)

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 20....., between, on one hand, Coal India Limited/Subsidiary Cos. Acting through Shri. Ajaya Kumar Behera, Staff Officer(E&M), IB Valley area, MCL ,(hereinafter called the "BUYER"/Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s..... represented by Shri....., Chief Executive Officer(hereinafter called the 'Bidder/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to execute the work "**Hiring of 01 no. ALS Ambulance for 3000 Km max run per month, 24 hrs (shift) duty, for a period of 03 years (365 working days/year) for Central Hospital, IB Valley area, MCL**" and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder/Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his/her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e. "Commitments of Bidder(s)/Contractor(s).

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder/Contractor/Supplier can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/Contractors/Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(S)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, Coal India Limited/CMD, Subsidiary Companies.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited/C

MD, Subsidiary Companies and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited/CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited/CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, Coal India Limited/CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

-

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman, Coal India Limited/CMD, Subsidiary Companies.

Section 10 - Other provisions

(1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(2) If the Contractor is a partnership or a joint venture, this agreement must be signed by all partners or joint venture members.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11 - Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12 - Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Section 13 - Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1 :

Witness 2:

(Name & Address)

(Name & Address)

Note:

- 1.This will be signed by the authorized signatory of the bidder (s) with name, designation and seal of the company.
- 2.If the Contractor is a Partnership or a Joint Venture, this agreement must be signed by all partners or JV members.

10. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

MCL, IB VALLEY AREA
payable at
BRAJRAJNAGAR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

11. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

MCL, IB VALLEY AREA

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

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 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।

---Thank You/धन्यवाद---

