

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	22-09-2022 17:00:00
<b>Bid Opening Date/Time</b>	22-09-2022 17:30:00
<b>Bid Offer Validity (From End Date)</b>	75 (Days)
<b>Ministry/State Name</b>	Ministry Of Finance
<b>Department Name</b>	Department Of Economic Affairs
<b>Organisation Name</b>	Security Printing And Minting Corporation Of India Limited (spmci)
<b>Office Name</b>	Janpath
<b>Item Category</b>	Manpower Outsourcing Services - Minimum wage - Highly-Skilled; Others; Electrician , Manpower Outsourcing Services - Minimum wage - Skilled; Others; Electrician , Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Mazdoor/Labour
<b>Contract Period</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	25 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Estimated Bid Value</b>	6097977.6
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Advisory Bank	Indusind bank
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EMD Percentage(%)	2.00
EMD Amount	121960

#### ePBG Detail

Advisory Bank	Indusind bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	14

(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### Beneficiary:

Chief General Manager  
I.D.A Phase-II, Cherlapally Medchal district Hyderabad-500051 Telanagana  
(India Government Mint, Hyderabad)

#### Splitting

Bid splitting not applied.

#### MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. 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 defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

6. 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.

7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

**Additional Qualification/Data Required**

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1661425543.pdf](#)

**Scope of work & Job description:**[1661425724.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; Others; Electrician ( 1 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Skill Category	Highly-Skilled
Type of Function	Others
List of Profiles	Electrician
Educational Qualification	Graduate
Specialization	Engineering(Civil/Mech/Elec./IT /Comp Sc./Electronics/ E&E/Prod/Chem./Biotech)
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)</b>	
<b>Additional Details</b>	
Designation	Supervisor

**Additional Specification Documents**

**Consignees/Reporting Officer**

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Rajkumar Ramdoss	500051,India Govt Mint, IDA, Phase-II Cherapally, (R.R district) Hyderabad , Telangana	1	<ul style="list-style-type: none"> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Minimum daily wage (INR) exclusive of GST : 876</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 28.47</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 113.88</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Electrician ( 13 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Others
List of Profiles	Electrician
Educational Qualification	ITI
Specialization	Engineering(Civil/Mech/Elec./IT /Comp Sc./Electronics/ E&E/Prod/Chem./Biotech)
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years

Specification	Values
State	NA
Zipcode	NA
District	NA
<b>Addon(s)</b>	
<b>Additional Details</b>	
Designation	Technicians

#### Additional Specification Documents

#### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Rajkumar Ramdoss	500051,India Govt Mint, IDA, Phase-II Cherapally, (R.R district) Hyderabad , Telangana	13	<ul style="list-style-type: none"> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Minimum daily wage (INR) exclusive of GST : 806</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 26.195</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 104.78</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

#### Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Mazdoor/Labour ( 4 )

#### Technical Specifications

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Mazdoor/Labour
Educational Qualification	Secondary School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)</b>	
<b>Additional Details</b>	
Designation	Helper

#### Additional Specification Documents

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#### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Rajkumar Ramdoss	500051,India Govt Mint, IDA, Phase-II Cherapally, (R.R district) Hyderabad , Telangana	4	<ul style="list-style-type: none"> <li>• EDLI (INR per day) : 0</li> <li>• Bonus (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Minimum daily wage (INR) exclusive of GST : 663</li> <li>• ESI (INR per day) : 21.55</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 86.19</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 3. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. 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.

#### 4. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 5. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

#### 6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of India Government Mint, Hyderabad (A unit of SPMCIL) payable at Hyderabad.  
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.

#### 7. **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 (Name of the Buyer). 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

#### 8. **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 India Government Mint, Hyderabad (A unit of SPMCIL) payable at Hyderabad. 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.

#### 9. **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 India Government Mint, Hyderabad (A unit of SPMCIL) 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.

#### 10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **Buyer Added text based ATC clauses**



1. To submit Udyam registration certificate for seeking MSEs exemption.
2. The bidder firm submit declaration on firm's letter head duly signed and stamped stating that "The firm is not under liquidation, court receivership or similar Proceedings and also not bankrupt."
3. The bidder firm should submit GST registration certificate.
4. Past experience: The bidder should have experience of having successfully supplied 8 nos. of manpower services in any one of the last five years ending on previous day of bid opening.
5. Capability: The bidder firm must have an annual capacity of 40% i.e. to supply at least 7 nos. of manpower in electrical maintenance services and should submit documentary proof like past purchase orders and work performance certificate for the same.

**5. Financial Criteria:**

- a. The bidder should submit CA certified audited balance sheet for last three financial years i.e. FY 2018-19, 2019-20 and FY 2020-21.
  - b. The Bidder Firm should not have suffered any financial loss for more than one year during the last three years up to Financial Year ending on 31.03.2021 i.e. 2018-19, 2019-20 and 2020-21.
  - c. The net worth of the bidder should not be negative on 31.03.2021.
  - d. The net worth of the firm should not have eroded by more than 30% in the last three years up to Financial Years ending 31.03.2021 i.e. 2018-19, 2019-20 and 2020-21.
  - e. Average annual turnover of the firm for the last three years should be at least Rs. 25 lakhs.
6. Office of the Service Provider is required to be located at a place near to the consignee(user) for sake of better co-ordination , smooth services and other administrative factors. In support, service provider will give details of office address, landline number, Contact Person and his mobile number along with bid failing which there offer will not be considered.
7. Registration / Empanelment Requirement: Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with Labour department, EPF, ESI, GST for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

**8. Other Terms & Condition:**

- a. The Bidder should be registered / Enlisted Labour Contractor with Labour Department of state/central government and copies of valid certificates are to be enclosed.
- b. The firm should have valid registration under EPF, ESI, GST and the copies of certificates should be enclosed with tender document.
- c. Contractor should have valid 33/11 KV license from electrical inspectorate of central/state government and submit the copy of the same to IGMH.
- d. Contractor should possess valid A Grade Electrical Contractors License issued by competent

authority of Government of Telangana or any other state government.

e. Payment Terms: The effect of any loss of ITC due to non-filing of GSTR-1 by the vendor or wrong filing of GSTR-1, due to which invoice/debit note is not appearing in the GSTR-2B shall be indemnified by the bidder by way of deduction of such amount from his on-going bills.

f. The contractor shall have a local office/executive stationed at Hyderabad.

g. The bidder firm should submit the above mentioned certificates & documents failing which their bid will be rejected.

#### 9. PENALTY CLAUSE:

a. The MSDS shall never be left unattended at any time; substation operator must be available at MSDS Round the clock. All sub-stations should be kept neat and clean. In case of breach of this, the contractor shall be liable to be Blacklisted and fined as deemed fit on the sole discretion of the Chief General Manager.

b. Contractor will be responsible for any act of sabotage, misdeed, indiscipline, and negligence on the part of contractor or his employees. Penalty or legal action, as decided by CGM, IGMH shall be imposed on the contractor.

c. The Contractor shall be fully responsible for payment of not less than minimum wages, PF contributions, Bonus or any other benefits under various Labour Laws/Acts applicable to him and or the personnel employed by him. If contractor found not following the mentioned payment structure his/her firm will be blacklisted and respective contract's SD will be forfeited.

#### 10. GENERAL TERMS AND CONDITIONS OF CONTRACT:

a. All Spares/Consumables required for the mentioned routine, preventive and breakdown maintenance works in schedule of activities will be in the scope of IGM Hyderabad.

b. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.

c. The work to be carried out should be in accordance with the Indian Electricity Rules 1956. All safety gears made mandatory under this rule have to be arranged by the Contractor.

d. The contractor shall follow the provisions of the Electricity Act 2003 and the Regulations framed there under.

e. In no case, the contractor or his/her employees shall claim job / employment with IGMH.

f. Contractor will be responsible for any act of sabotage, misdeed, indiscipline, and negligence on the part of contractor or his employees. Penalty or legal action, as decided by CGM, IGMH shall be imposed on the contractor.

g. In case of any accident during the operation / maintenance of equipment, leading to injuries / damages to human bodies / equipment, or loss of life, the contractor shall be fully responsible for settling all claims arising out of such accidents and indemnify the department from such claims.

h. In the event of any loss caused to the India Government Mint on account of contractor's men, the contractor shall make good the loss either by proper replacement or on payment of adjustable compensation.

#### 11. TOOLS and SAFETY EQUIPMENT TO BE PROVIDED:

a. On the First Month of The Contract itself the Contractor should provide :: a) Identity cards to the all staff deployed.

b. 2 sets of Uniform (Shirt and Trousers) for all employees deputed.

c. 1 pair of electrical shock proof shoes with ISI mark suitable for both 33KV/11KV Substations to all the staff.

d. Safety and Protection gear (at least 2 pairs of 33KV Hand gloves, 2 pairs 11KV Hand Gloves and 2 Torch Lights)

e. Following Tools and Equipment along with tool bag as required for the Maintenance of Air Conditioning units must be provided by the vendor on first Month of Contract itself : a) Flaring set b) Tube Cutter c) Charging Line d) Brazing Torch e) Vacuum Pump f) Wire Clips g) Hand Shutoff Valve h) Flare Nuts (1/4", 1/2", 3/8", 5/8")

f. Following Tools and Equipment along with tool bag as required for the Telephone operator

must be provided by the vendor on first Month of Contract itself. a)Testing Phone : 1 No  
b)Screw Driver set: 1 No c)Thin Screw Driver: 1 No 10.4.Following Tools and Equipment along  
with tool bag (minimum 3 No's) as required for the technicians engaged in MSDS, township  
and factory maintenance must be provided by the vendor.

#### 11. **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.

#### 12. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 13. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

#### 14. **Service & Support**

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

#### 15. **Past Project Experience**

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

#### 16. **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.

#### 17. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### 18. **Service & Support**

The Service Provider is required to have at least 40 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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.

**---Thank You---**