

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	11-08-2026 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	11-08-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	155 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Pmo
विभाग का नाम / Department Name	Department Of Atomic Energy
संगठन का नाम / Organisation Name	Uranium Corporation Of India Limited
कार्यालय का नाम / Office Name	Jaduguda
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : hodpurchase.ucil@uraniumcorp.in Buyer Email id: civilmill.jad@nic.in
वस्तु श्रेणी / Item Category	Customized AMC/CMC for Pre-owned Products - Cutting and Cleaning of bushes, grass, wild vegetation & other undesirable growth in Mill , WTP , STP , ETP , Barrage and Juriah Nalla, Tailing Pond and anywhere in UCIL premises 2027-2028 (02 Year); Civi..
अनुबंध अवधि / Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	4987000
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	49870

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कटेगरी 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।/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).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Chief Manager (A/cs) Works

JADUGUDA, Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, PMO

(Posi Babu I)

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within $L-1+ 15\%$ (Selected

by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

PRICE BID GRASS - [1784612884.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1784612891.pdf](#)

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:[1784612894.pdf](#)

Product/Equipment Details:[1784612901.pdf](#)

Financial Breakup Required:[1784612906.pdf](#)

Customized AMC/CMC For Pre-owned Products - Cutting And Cleaning Of Bushes, Grass, Wild Vegetation & Other Undesirable Growth In Mill , WTP , STP , ETP , Barrage And Juriah Nalla, Tailing Pond And Anywhere In UCIL Premises 2027-2028 (02 Year); Civi.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product category	Cutting and Cleaning of bushes, grass, wild vegetation & other undesirable growth in Mill , WTP , STP , ETP , Barrage and Juriah Nalla, Tailing Pond and anywhere in UCIL premises 2027-2028 (02 Year)
Product Brand	Civil(Mill)JAD
Type of service	Comprehensive Maintenance Contract (CMC)
Preventive Maintenance Frequency	Not Applicable
Manpower Required	Yes

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of product/ equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	Sulabh Kumar Bais	832102,AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD	1	Number of months within the contract period for which service is required : 24

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

1. **Generic**

OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

"Cutting and Cleaning of bushes, grass, wild vegetation & other undesirable growth in Mill , WTP , STP , ETP , Barrage and Juriah Nalla, Tailing Pond and anywhere in UCIL premises 2027-2028 (02 Year)"

Estimated amount = Rs. 49,87,000.00 /-

Duration of Bid = 24 Months (730 days)

Earnest Money Deposit (EMD) (D.D./Banker's cheque only in favour of Uranium Corporation of India Limited Only)

EMD Amount = Rs. 49,870.00 /-

The eligible criteria to qualify in Techno commercial Part are as below:-

1) Average Annual financial turnover during the last 3(Three) consecutive financial years ending on 31st March of the previous financial year shall be at least 30% (14.96 Lakhs) of the estimated cost supported by the audited annual accounts of each year.

2) Bidder shall have successfully completed similar works during last 7 years ending last day of month previous to the one in which bids are invited should be either of the following:

a) Three(3) similar completed works costing not less than the amount equal to 40% (19.95 Lakhs) of the estimated cost.

or

b) Two (2) similar completed works costing not less than the amount equal to 50% (24.94 Lakhs) of the estimated cost.

or

c) One (1) similar completed works costing not less than the amount equal to 80% (39.90 Lakhs) of the estimated cost.

The corporation may request to the bidder to visit the proposed work site to well acquaint about the site work before filling the rate /submit the Bid.

3) Bidders must attach Work Order and work done certificate mentioned executed amount and date of completion.

4) Similar works means "Experience in execution of work with any Central / State Govt Organization / PSU for Civil Construction work or Civil Maintenance work."

5) Scope of work-

The scope of this Bid will be generally as per specification, working drawings, schedule of quantities and general and special conditions of contract and as directed by Engineer in charge, on behalf of Corporation. However minor construction work covered complete in all respect including finishing under this contract are as follows:

1. Cleaning of site its approach from connecting road including uprooting root vegetation, After cutting, bushes to be removed from own place.

2. Cutting and cleaning of bushes by manual or mechanical means like bush cutting machine.

3. Wherever jungle cutting is required it may be in borrow area, building premises, hill area, slope, flakes, drain or embankment etc to be done.

4. Deployment of Minimum Machine & Manpower throughout year as mentioned below Schedule-1- Mill, WTP, ETP and Juria Nalla (Inside Plant- 1 Machine with 1 No. of semiskilled operator and 4 Unskilled Labor). Schedule-2- Tailings Pond Stage-1,2 & 3, STP and Barrage (Outside Plant- 1 Machine with 1 No. of semiskilled operator and 4 Unskilled Labor).

5. Medical and Height pass from UCIL Safety department of all workers engaged in height work more than 1.5 Meter is a must requirement and without this work cannot be started.

6. All temporary work for execution of the work like construction of go down, temporary road etc, No separate payment will be paid for this work.
7. Any equipment, material or services which are not mentioned in the Bid document but required for completion of the work in safe and efficient manner shall be deemed to be included.
8. Maintenance of service road for which no payment will be made.
9. All machineries and manpower supplied by the contractor only. Note:- Contractors are advised to see the area to get acquainted with the actual features of the land where work is to be executed and get other related information before quoting their rates for carrying out the work successfully.

TECHNICAL SPECIFICATION

All work for civil item shall be carried out as per latest relevant Indian standards, CPWD/ISI and MORTH specification which shall form part of this specification and instruction of the Engineer in Charge in case of conflict or where an aspect of work is not covered by the Indian Standard and specification, EIC instruction shall be strictly followed.

6) Penalty-

a) Penalty Clause will be applicable for non deployment of manpower for minimum requirement i.e.- at least (Semiskilled Manpower-02 No and Unskilled Manpower-08 Nos, for both the schedule as mentioned in scope of work) and it will be imposed on pro-rata basis for short supply of manpower than desired manpower on man days basis for that month as follows:-

- 1) From 260-171 man days in that month – No penalty.
- 2) From 170-101 man days in that month – Penalty will be imposed @ 0.5 % of work done value exclusive of GST of that month except Sunday & Paid Holiday. Penalty will be calculated as per formula mentioned below $P = [0.5\% \text{ of } V]$, Where P-penalty amount in Rs., V- work done value exclusive of GST of that month in Rs.
- 3) From 100-0 man days in that month – Penalty will be imposed @ 1.0 % of work done value exclusive of GST of that month except Sunday & Paid Holiday. Penalty will be calculated as per formula mentioned below $P = [0.5\% \text{ of } V]$, Where P-penalty amount in Rs., V- work done value exclusive of GST of that month in Rs.
- 4) No penalty shall be made in case of strike /stoppage of work/Force Majeure & penalty will not be applicable in this case.

b) Penalty Clause will be applicable for non deployment of grass cutting machine than minimum requirement and it will be imposed on pro-rata basis for short supply of grass cutting machine than desired number on monthly supply basis as follows-

- 1) For 3-2 nos of machine supply in that month – No penalty.
- 2) For 2-1 nos of machine supply in that month – Penalty will be imposed @ 0.5 % of work done value exclusive of GST of that month except Sunday & Paid Holiday. Penalty will be calculated as per formula mentioned below $P = [0.5\% \text{ of } V]$, Where P-penalty amount in Rs., V- work done value exclusive of GST of that month in Rs.
- 3) For 0 nos of machine supply in that month – Penalty will be imposed @ 1.0 % of work done value exclusive of GST of that month except Sunday & Paid Holiday. Penalty will be calculated as per formula mentioned below $P = [1.0\% \text{ of } V]$, Where P-penalty amount in Rs., V- work done value exclusive of GST of that month in Rs.

4) No penalty shall be made in case of strike /stoppage of work/Force Majeure & penalty will not be applicable in this case.

7) Labour escalation- The Labour wage escalation will be paid taking labour component @30% as per formula mentioned below up to the scheduled completion date including duly approved Time Extension , if any on the items mentioned in the schedule of the items and rates. No escalation will be attracted for the period beyond duly approved time extension.

$V = [30\% \times (L - L_o)/L_o] \times W$, Where

V = Extra amount to be paid in Rupees

L_o = Rate of unskilled workmen as Chaibasa as on opening of Bid

L = Rate of unskilled workmen as per ALC (C), Chaibasa for the period under consideration

W = Total Value of work done in Rupees for the period under consideration

8) Safety equipment-

Safety shoes, Safety helmet, Mask, Florescent Jacket and Safety Glass for eye protection. All safety equipments are to be provided by the contractor. No additional Cost will be reimbursed for it.

9) Poor Response Clause-

The eligibility be decided strictly based on documents Submitted at the time of receipt of tenders. No additional documents be allowed to be submitted after receipt of tenders, however there is no bar to seek clarification or authentication of submitted documents. However in case of poor response, with a view to increase the competition, admission or additional documents to meet the PQ-Criteria may be allowed subject to condition that

a) "Poor response" implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.

b) The additional documents should not be issued subsequent to last date of receipt of tenders as mentioned in NIT.

c) The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT.

10) Earned Leave with wages Max 15 days per year per manpower is to be paid to all contract worker as per Section 79) Annual leave with wages of Factories Act 1948 and, No separate payment will be done by the UCIL to contractor for this statutory compliance . Contract or has to consider this fact; accordingly rate may be quoted by contractor.

11) Security Deposit /Performance Security-

In addition to ePBG- 5% as mentioned in Gem Bid, additional 5 % ePBG as Security deposit shall be applicable. Therefore Total amount of Security deposit shall be limited to 10 % of the awarded value of work. (As per Schedule- F of GCC Page No. 72 of 72 of NIT)

ePBG Detail Advisory Bank - State Bank of India

ePBG Percentage - 10.00 %

SD Amount - Rs. 4,98,700.00 /-

Duration of ePBG required - 26 months.

12) EMD Details -

Advisory Bank - State Bank of India

EMD Amount - Rs. 49,870.00 /-

13) Schedule of Quantity -

Uranium Corporation of India Limited			
SOQ : "Cutting and Cleaning of bushes, grass, wild vegetation & other undesirable growth in Mill , WTP , STP , ETP , Barrage and Juriah Nalla, Tailing Pond and anywhere in UCIL premises 2027-2028 (02 Year)"			
S.L. No.	Description	Unit of Measurement	Quantity
1	Cutting and cleaning of grass, bushes, wild vegetation and undesirable growth in borrow area, building premises, flanks, slopes on the roads, canals, embankment (including all tools and tackles i.e. <u>Inside Plant- 1 Machine with 1 No. of semiskilled operator & 4 Unskilled Labor and Outside Plant- 1 Machine with 1 No. of semiskilled operator & 4 Unskilled Labor</u>)	Sqm	2300000.00
2	Disposal of accumulated waste grass material/ rubbish material/ similar unserviceable material by mechanical means like truck, including loading, transporting, unloading to waste yard or location as informed by EIC beyond 50 m initial lead, for all leads upto 2 km.	Cum	40000.00

3. Buyer Added Bid Specific ATC

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

4. Forms of EMD and PBG

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

URANIUM CORPORATION OF INDIA LIMITED
payable at
JADUGUDA

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.

5. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

URANIUM CORPORATION OF INDIA LIMITED

Account No.

33135840169

IFSC Code

SBIN0000227

Bank Name

STATE BANK OF INDIA

Branch address

JADUGUDA

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

6. 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

URANIUM CORPORATION OF INDIA LIMITED

payable at

JADUGUDA

. 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.

7. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

URANIUM CORPORATION OF INDIA LIMITED

Account No.

33135840169

IFSC Code

SBIN0000227

Bank Name

STATE BANK OF INDIA

Branch address

JADUGUDA

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of

Single Bid / Proprietary Article Certificate (PAC) Buying.

3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is

contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---