

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-02-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-02-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (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	Kadapa
कुल मात्रा/Total Quantity	897000
वस्तु श्रेणी /Item Category	Jungle and Wild Grass Cutting Service
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Cutting and disposal of wild grass bushes jungle and cutting, uprooting of various size of tress at plant area tailing pond mines area and colony
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Helicoverpa Lure
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	14 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	14 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,OEM Annual Turnover *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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	1
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	1
विगत प्रदर्शन /Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य /Estimated Bid Value	4682340
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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	47000

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).	24

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।/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.

लाभार्थी /Beneficiary :

Addl. Manager(Accounts)
KADAPA, Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, PMO
(S S Gupta)

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

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes
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एमएसई के लिए आरक्षित / Reserved for MSE

एमएसई के लिए आरक्षित / Reserved for MSE	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
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. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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.

6. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered product on GeM. 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 to participate in this bid. 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, and Buyer will decide eligibility based on documentary evidence submitted, while evaluating the bid. 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.

8. 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.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Jungle And Wild Grass Cutting Service (897000 Unit)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
1	Satish Chandra Bitra	516349,Deputy General Manager(Stores & Purchase), M/s.URANIUM CORPORATION OF INDIA LIMITED (Govt.Of India Enterprises), Tummalapalle, Mabbuchinthalapalle (Post), Vumula (Mandal), YSR Kadapa (District), Andhra Pradesh (State)-516349.	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			897000	1	730

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Bidders should read the t

terms and conditions of NIT document before floating the tender. Bidders must follow the terms and conditions of NIT document and as per the direction of the engineer in charge after the issuing of the work order.

ATC

1. SECURITY DEPOSIT (10%):

Total amount of Security deposit shall be limited to 10% of the awarded value of work. Fifty percent of this amount shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money. In addition to the above, further amount to the extent of the 5% of awarded value of the work will be deducted from the Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 10% of the running account bills till the full amount of security deposit is realized/ retained by the Corporation. (OR) Total security deposit amount can also be submitted to the corporation in the form of bank guarantee.

antee profrom is attached

2. Return of 10% Security Deposit

The remaining **50%** security deposit shall be refunded to the Contractor on the Engineer-in-charge certifying in writing after completing the work successfully with all respects as per tender terms and conditions. The security deposit of **50%** shall be refunded to the Contractor on the Engineer-in-charge certifying in writing submission of final bill.

BANK GUARANTEE:- Wherever stipulated should be as per our proforma & issued by “Nationalized Bank/Scheduled Commercial Bank”. All bank charges to be borne by bidder. Bank Guarantee should be automatically extended for validity period in the event of delay in execution of contract

3. PRE-QUALIFICATION CRITERIA:

Experience of having successfully completed similar jobs during last 07 years ending with the last date of the month preceding to the month in which the tender is floated for which bidders should meet in either (a or b or c) of the following:-

Similar works means “Civil works such as Grass/Jungle cutting works or Tree cutting works or lawn maintenance or horticulture”

- a) One similar work costing not less than the amount equal to **Rs. 37.45 Lakhs.**
or
- b) Two similar works each costing not less than the amount equal to **Rs. 23.41 Lakhs.**
or
- c) Three similar works each costing not less than the amount equal to **Rs. 18.72 Lakhs.**

Copy of completion/performance report from the organization where the relevant work is executed is to be enclosed. Submission of Work Order copy alone is not adequate. Work completion certificate along with the work Order copy is to be submitted/ uploaded for consideration/ fulfillment.

Note1: Bidders who are having a valid MSME certificate in the field related to “services shall be exempted from above criteria (GeM/ATC with experience, financial criteria, tender fee, EMD).

B) Financial Criteria

Bidder must have achieved an average minimum financial turnover of **Rs. 14.04 Lakhs** or more during last seven financial years ending on 31.03.2025 (i.e., FY 2022-23, FY 2023-24& FY 2024-25) including Profit & Loss A/c statements (for FY 2022-23, FY 2023-24& FY 2024-25), audited balance sheets with UDIN provided by the auditor, necessary undertaking (if any) etc. along with technical bid

Note: If any concerns or deviation are present with any bidder regarding above points they can raise these points for taking clarifications along with the Technical bid. Past clarifications/ deviations/ representations received after technical bid are not entertained and not accepted

4. SCOPE OF WORK :

Cutting & Disposal of wild grass/ bushes & Jungle at Plant area,

Mines, Township and Tailing pond area to a lead of 08 kms by arranging tractor with trolley by contractor at Tummalapalle plant area including Manpower, tools & tackles, machineries, PPE's etc. as per direction of Engineer in-charge

List of machineries and tools and tackles to be arranged by contract agency to execute the work:

1. Deployed Dozer/ JCB as and when required
2. Deployed Roller as and when required
3. Tools & tackles such as billhook, pruning knife, sickle, grafting knife, pruning shears, pruning saw etc.

Method of disposal: Disposal area shall be a low level area which shall be jointly decided by contract agency and UCIL at site location and the frequency of disposal shall be 1 time a week and as per directions of Engineer-in-charge.

The executing agency shall maintain measurements of work done and carryout joint measurements with UCIL. UCIL shall except as otherwise stated ascertain and determine the value of the works done in accordance with the measurement recorded and the contracted rates for each such items of work.

Note-1: The proposal manpower will be issued RFID cards to enable them for entry to working areas at Tummalapalle plant area RFID cards should be kept in the custody of each employee of contractor.

At the end of awarded work, RFID cards should be returned back to UCIL in working condition. In case of loss of RFID cards or damage of RFID, an amount will be recovered from contractor's bill. Contractor should consider the above at the time of submission of bid.

In case of loss of RFID cards, the loss of cards should be reported to nearest police station and a copy of FIR to be obtained. For obtaining new cards, copy of FIR and an amount of Rs. 2000/- or prevailing amount as notified by UCIL to be deposited along with an application by the contractor.

Note-2: The proposal manpower will be issued RFID cards to enable them for entry to working areas at Tummalapalle plant area RFID cards should be kept in the custody of each employee of contractor.

At the end of awarded work, RFID cards should be returned back to UCIL in working condition. In case of loss of RFID cards or damage of RFID, an amount will be recovered from contractor's bill. Contractor should consider the above at the time of submission of bid.

In case of loss of RFID cards, the loss of cards should be reported to nearest police station and a copy of FIR to be obtained. For obtaining new cards, copy of FIR and an amount of Rs. 2000/- or prevailing amount as notified by UCIL to be deposited along with an application by the contractor.

The above jobs are to be carried out at Tummalapalle Plant area/ Tailing pond area and any other areas as decided by Engineer-in-charge

SPECIAL CONDITIONS OF CONTRACT

32 COMPENSATION FOR DELAY (PENALTY)

If the Contractor fails to maintain the required progress in terms of the condition of his contract or to complete the work and clear the site on or before the contract or extended date/period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such similar amount as the contract value of the work for every week that the progress remains below that specified or that the work remain incomplete.

This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose the terms 'Contract Value' shall be the value at contract rates of the works as ordered

(a) Completion period (as originally stipulated) : @ 0.5 per cent per week up to a maximum of 10% of work order value. And contractor will be allowed to take up the pending jobs after submitting a request letter explaining the reasons for the delay and approval of EIC - within a maximum of 12 months from the date of the completion of actual order tenure.

5. Special instructions to bidders on penalty: *Penalty will not applicable on Sundays and paid holidays.*

6. However, the Chief Labour Commissioner (Central) and UCIL circulars, or any kind of circulars, the bidder should follow and accept circular terms and conditions.

7. TIME OF COMPLETION:

Duration of job is for a period of **24 (Twenty Four) months** from the date of actual commencement. Date of commencement within 10-30 days from date of issue of work order (or) as desired by UCIL engineer-in-charge. however the actual date of commencement shall be fixed by UCIL as per the direction of Engineer-in-charge.

8. DEFECT LIABILITY PERIOD: Nil

9. VARIATION IN QUANTITY OF ITEMS: The quantity mentioned under the "schedule of item (s)" of this tender is tentative. The actual quantity may vary from that indicated in the tender document due to actual conditions of the site or due to other reasons. The contractor shall carry out all additional work up to the **total variation of ± 10 % of the awarded value**. The other terms & conditions and rates shall remain firm within this limit.

10. EXTENSION: Completion period of contract is **24 (Twenty Four) months**

hs from the date of commencement. The tenure/period may be extended up to **03(Three) months** (if the contract value is not consumed completely due to unforeseen reasons) further after completion of initial contract period with same rate, terms & conditions of the contract with mutual consent, if so deemed fit by UCIL and agreed by the contractor, as the nature of awarded work is as and when required basis and at discretion of the Engineer-in-charge.

1. The contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contract Labour (Regulation & Abolition) Act 1970 and rules made there under. **Contractor should include for provision of leave with wages for the workmen deployed in this contract according to the circular No. UCIL/DGM(P&IRS)/GEN/2024,dated: 07/09/2024.Bidders should quoted their rates with above provision.**

- i. It is to inform that the leave with wages are statutory provision under the mines Act 1952 and factory Act 1948.
- ii. It is hereby requested to include the suitable clauses and provision for the leave with wages in all the upcoming contracts including item based contracts strictly as per the applicable Act.
- iii. The amount will be reimbursed to the contractor for all manpower based contract on actual payment.

11. ESCALATION: No labour and fuel escalation will be paid for this work.

12. Indemnity:

Contractor will fully indemnify the corporation against all responsibility, any costs or expenses (including legal costs on an indemnity basis) and Claims of contractor's workmen in respect of personal injury or death or loss of, or damage to or interference with, any other property (whether real or personal), third party or to corporations' personnel and properties. **Contractor shall abide by all the necessary provisions of various other Labour Laws/Acts viz. ESI/Bonus, Workmen's Compensation, EPF and any other laws and rules applicable, in this regard. If on account of noncompliance with the provisions of any laws, Corporation is called upon to make any payment to or in respect of his employees, the service provider shall fully reimburse to Corporation for all such payment and Corporation shall be free to make deductions on this account from the amount of Performance Security Deposit and retention money.**

13. Special Note:

i.Any failure by the vendor/contractor to supply/execute the contract as per tender terms and conditions may result in black listing of respective vendor's /contractor for a period of 01 year for a period of minimum 01 year to maximum of 02 years.

ii.Also UCIL has the right to short close the order within the tenure, if the awarded bidder doesn't obey/ execute the order as per tender terms and conditions (or) found in deviating any statutory compliance, with a prior notice of 10-15 days

iii.The eligibility will 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

rs but 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 of additional documents to meet the PQ-Criteria may be allowed subject to the 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 tender as mentioned in the NIT**
- c. The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT.**

The opportunity of submission of additional documents be given to all the bidders.

14. **Employees' State Insurance (ESI):** Employees' State Insurance (ESI) contribution coverage under Employee's Compensation Act, 1923. The rates of contribution as prescribed by the Government with specific notification on the date of floating of tender and subsequent changes if any as per Government Notification. All the workers deployed for this work to be ensured the payment of ESI and the documents to be submitted along with contractors' bill without which bill will not be processed. Contractor must follow the latest guidelines of government in this regard and the guidelines issued by UCIL.

In case the work center is situated, in an ESI non-implemented area / contract workers are drawing salary beyond the prescribed ceiling under ESI, it must be ensured that the contractor/ contract firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the Compensation Liability under Employee's Compensation Act, 1923 along with Medical Liability.

15. EPF & Bonus Payment:

EPF and Bonus payment to be done by the Contractor to their worker as per the Government rule.

16. Labour License:

If applicable, necessary Labour License shall be obtained by the contractor or for the workman engaged at site at his own cost which shall be reimbursable on submission of documentary evidence. The Labour License shall be required to be obtained for the whole period of the contract and shall be furnished to the corporation before commencement of the work.

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4. Buyer Added Bid Specific ATC

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

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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 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 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.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---