

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-02-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-02-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	75 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Chemicals And Fertilizers
विभाग का नाम/Department Name	Department Of Fertilizers
संगठन का नाम/Organisation Name	Rashtriya Chemicals And Fertilizers Limited (rcf)
कार्यालय का नाम/Office Name	Rcf Ltd Thal Unit Alibag
वस्तु श्रेणी /Item Category	Facility Management Services - LumpSum Based - Industrial; CONTRACT FOR CUTTING AND DISPOSAL OF WILD VEGETATION, SPRAYING OF WEEDICIDES AND PROVIDING JCB, AT RCF THAL, FOR ONE YEAR; Consumables to be provided by service provider (inclusive in contrac..
अनुबंध अवधि /Contract Period	1 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	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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?	No
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	1
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	3 Days
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

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	60% FOR L-1 BIDDER 40% FOR L-2 BIDDER

एमआईआई अनुपालन/MII Compliance

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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 को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within $L-1+ 15\%$ of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. The order will be split among multiple bidders as per the criteria for splitting and 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.

3. 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.

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

PRICE BREAK UP - [1768820162.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Geographic Presence in states:NIT

Total experience in providing facility management services to government departments, public sector companies, and government autonomous organizations::NIT

Details of the premise:[1768820174.pdf](#)

Scope of work:[1768820308.pdf](#)

Facility Management Services - LumpSum Based - Industrial; CONTRACT FOR CUTTING AND DISPOSAL OF WILD VEGETATION, SPRAYING OF WEEDICIDES AND PROVIDING JCB, AT RCF THAL, FOR ONE YEAR; Consumables To Be Provided By Service Provider (inclusive In Contrac.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premises	Industrial
Type of services required	CONTRACT FOR CUTTING AND DISPOSAL OF WILD VEGETATION, SPRAYING OF WEEDICIDES AND PROVIDING JCB, AT RCF THAL, FOR ONE YEAR
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	CONTRACT FOR CUTTING AND DISPOSAL OF WILD VEGETATION, SPRAYING OF WEEDICIDES AND PROVIDING JCB, AT RCF THAL, FOR ONE YEAR
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

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Aashishkumar Udayprakash Mishra	402208,RCF LTD, THAL UNIT, TAL - ALIBAG, RAIGAD	1	N/A

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ATC- 1: Scanned signed stamped copy of
i. GST clauses Annexure-V
ii. Restrictions under Rule 144(xi) of the General Financial rules (GFR) 2017 Annexure-XI/ XIA.

(Please print the documents on bidder's letter head with duly filled, signed and stamped by appropriate authority) and signed stamped copy of corrigendum's for subject tender uploaded on tender (GeM) portal.

ATC- 2 : Scanned signed stamped copy of

- i. Instruction For Bidders & MSME bidders Annexure- IA & IB
- ii. General Terms & Conditions (GTC) Annexure- I
- iii. Scope Of Work/ Special Terms and Conditions, Annexure- II/IIA
- iv. Pre-Qualification Criteria (PQC) Annexure- XII

ATC- 3 : Scanned signed stamped copy of

- i. Techno-commercial Bid / Check-list Annexure- III
- ii. Undertaking on Vendor Letter Head Annexure- IIIA
- iii. Disciplinary Action Clauses Annexure- IV
- iv. HSE requirements / Instructions Annexure – VI
- v. Public Procurement (Preference to Make in India) Annexure- X
- vi. BG format, Annexure- X

ATC- 4 : Scanned signed stamped copy of

- i. Vendor Details Update Form (VDU) along with necessary documents Annexure- IX
- ii. GATE-PASS FORMAT Annexure – XIII
- iii. Declaration of Status of Debarment Listing/ Blacklisting/ Holiday Listing Annexure – XVA
- iv. Undertaking about common Directors/ Partners/ Interest in other associated units/ companies Annexure – XVB
- v. Similar completed work order as per PQC and other PQC documents requested in scope of work, mentioned in tender document.

SCOPE OF WORK

CONTRACT FOR CUTTING AND DISPOSAL OF WILD VEGETATION, SPRAYING OF WEEDICIDES AND PROVIDING JCB, AT RCF THAL, FOR ONE YEAR.

The scope of work and other terms and conditions are as under:

A) WILD VEGETATION REMOVAL & DISPOSAL IN RCF PREMISES:

The total area under removal & disposal of wild vegetation from RCF premises is Approx. 3,50,000 sq. mtr. and is to be removed by manual cutting /machine cutting/Brush Cutter, uprooting. In all methods wild grass/vegetations shall to be cut, removed at the ground level. Execution of removal of grass by using different methods i.e. manual/machine cutting and uprooting. However, actual execution of work shall have to be carried out as per requirement & directives from Horticulture In-charge/officer. Also the Contractor has to undertake removal and disposal of wild vegetation grown on boundary wall, building structures, pipelines etc. as per directives of officer in charge

1. The work of removal & disposal of wild vegetation is intermittent /seasonal in nature and the job cards may be placed to the contractor during the contract period from time to time depending upon the requirement.

2. The contractor shall have to start the execution of the job of removal & disposal

sposal of wild vegetation immediately after the issue of letter of intent/work order. RCF may ask the contractor to work in shifts or over and above the normal duty hours by employing additional manpower in case of emergency jobs including holidays, weekly off, whenever required. Under such circumstance, contractor shall execute the work at approved rates and contractor shall have to engage tempo transport immediately for transportation of removed wild grass from various areas and ensure that the grass heaps shall not be kept at any location to avoid fire hazard. Also contractor shall not ask for extra payment.

3.The job of spraying of Weedicide, cutting and disposal of wild vegetation including grass, shrubs, climbers, creepers small trees (below 20 cm Girth) trees is to be done within 7 working days from the date of intimation. JCB to be provided within one working day in normal circumstances and immediately during emergency situation like fall of trees during storms and heavy rains.

4. The cut /uprooted wild vegetation, trees/ shrubs waste should be disposed off immediately within 3 days after completion of the job by arranging tempo for transportation and other required services. The wild vegetation waste should be transported and unloaded as per the instructions of Horticulture in charge. The disposal of cut/removed wild grass is to be made as per instructions of officer In-charge time to time. The area should be neat and clean where wild vegetation has been cut.

5. The tenderer shall inspect the extent of scope and the schedule of quantities and shall quote item wise rate on unit basis as per enclosed quotation forms for respective areas.

The Tenderer has to undertake the work of cleaning of area by cutting and uprooting of wild vegetation including climbers, creepers, shrubs, subabool, acacia etc. trees & uprooting of shrubs, creepers, subabool, acacia etc. trees, making pieces of trunks, branches of trees. Mechanised/manual Uprooting, cutting and Removal of wild vegetation including trees, shrubs, creepers, climbers on boundary wall etc. Disposal of unwanted material/wood/biomass generated in dumping yard, and filling/leveling of soil/land wherever required. Disposal of unwanted material like wild grass, climbers, creepers, uprooted portion of trees & disposal of unwanted material up to the lead of three Km at designated place/as per the direction of site in charge. Party has to arrange truck/ tractor for disposal of unwanted material.

Approx. area of wild vegetation removal shall be 3,50,000 sq.mtr adjacent to inner/outer factory. This quantity is not guaranteed. Actual work will be carried out as per need base and payments will be made on actual sq. mtr. work done basis.

B) Weedicide Spraying on Wild Vegetation as & When required in Factory Area.

The boundary wall site,Pipe yard,Scrap yard,Project site etc required bulk W

eedicides Spraying time to time on wild vegetation including grass, climbers, creepers, shrubs to control the growth rate of wild Vegetation. The total area for Spraying is approx. **1,00,000 sq. mtr. This quantity is not guaranteed. Actual work will be carried out as per need base and payments will be made on actual sq. mtr. work done basis.**Weedicides & Spray Pump will be provided by R.C.F. (THAL)

C) Providing JCB for excavation, leveling, cleaning, removal of fallen trees & wild vegetation in RCF Factory area for approx. 650 hrs.

Sr	Description	Total Quantity
1.	Cutting & removal of wild vegetation.	3,50,000 sq.mt
2.	Weedicide Spraying on Wild Vegetation.	1,00,000 sq.mt
3.	Providing JCB for excavation etc	650 hrs

CONTRACTOR SCOPE

- 1.** Provision of Vehicles, Manpower for handling of spray pump & Fuel for spray pump will be in the contractor scope.

Important Note:

- a) Removing of wild vegetation shall be done by mechanical devices or manually as per site conditions.
- b) The successful bidder has to provide the work service/labours as and when required during emergency/priority jobs in addition to regular work time schedule. The working may required in shift also during the crisis.
- c) The bio mass/woods/unwanted materials generated from factory area and also inside/outside area of boundary wall shall be disposed off/moved by the contractor as per the instruction and location agreed by RCF incharge in well organised manner. No burning of biomass is permitted.
- d) The tenderers are advised to see the site and shall get well acquainted with the work involved before tendering and also can obtain further information from concerned officials during working hours.
- e) The job shall be carried out as per the RCF requirement in shifts/direction of RCF incharge/even in emergency crisis.
- f) Payments will be made on actual work done on sq. mtr. Basis.
- g) **In addition to detail scope of work mentioned above tabulated scope is mentioned below for easy mechanisms:**
- h) **Areas to be covered under wild vegetation removal contract:**

- i) Area to be covered under wild vegetation removal will be as per plant requirements and urgent need base. Following are the tentative factory locations to be covered under wild vegetation removal and any other area as per requirement will be covered under miscellaneous area.
- j) Contactor should submit PF/ESIC documents.

S r . N o .	Site name
1	Naptha tank area
2	Project
3	Pump house Back side
4	Heavy Water plant (Outer area)
5	Chemical Groups of Plants (Outer area)
6	Scrap yard and Pipe Yard, Godown
7	Steam Generation Plant (Outer area)
8	Boundary wall from ADM Gate to Thal School
9	Ammonia (outer Area)
10	CGP (Outer area)
11	Bagging plant
12	Miscellenous

k) **MATERIALS, TOOLS & EQUIPMENTS:**

1. On commencement of work, contractor shall provide and maintain all tools & equipments like sickle, hand trollys/cart, bills hook etc at his own cost and all the material to be provided shall be of standard quality. If necessary, contractor shall also provide any other tools and equipments which may be required for satisfactory performance of work. The cost of material tools and equipment etc. is to be loaded on rate of removal & disposal of wild vegetation on per sq. mtrs. as no separate payment will be released for such material / tools / equipments etc.

2. Mechanical devices like use of JCB with skilled operator to be done for speeding up of job and where required with full safety and without any damage to RCF property.

3. All material and machinery required for execution of the contract is in contractor's scope only. Necessary gate entry shall be made at CISF and copy of

such challans shall be submitted to RCF-Officer-in-charge for record and he shall also preserve the original copies with CISF entries for his record.

4. The mentioned tools & equipment's are indicative and not exhaustive. Any short fall in the material or additional requirement, the tenderer shall provide the same on intimation without any delay at his own cost.

5. Mechanised equipment's shall be operated safely and it should not damage RCF property, roads, man and materials, etc. The damages if any may fully recovered from vendor in addition to defined penalty.

Deployment of Supervisors:

As the job is labour oriented and area is scattered to have the better quality work, Contractor shall have to deploy necessary supervisor. The supervisory staff shall be deployed with suitable transport and communication system.

OTHER TERMS AND CONDITIONS:

1. The successful tenderers shall arrange sufficient tools and equipment required for successful completion of the work without any extra cost. In case the contractor fails to fulfill his obligations in this regards RCF shall be at liberty to arrange the same at the risk & cost of the contractor with penalty upto 100% of the cost of the material.
2. After the issue of the work order, the contractor shall have no claim further to any extra payment / rate / compensation for compliance of the terms stipulated herein and for working beyond normal hours.
3. It will be the responsibility of the contractor to complete the job within the stipulated time and ensure that job completion certificate is obtained from the respective area / Dept. in factory area.
4. During the execution of job, safety has to be ensured to adjoining machines, equipment, bldgs. If any damage occurs due to negligence, a contractor has to compensate for damages and repairs including the cost of loss of production.
5. RCF Management shall exercise its right to stop the work in case it is not as per the specifications, instructions, safe practices, disobedience by contractor or his representative or his workers. For such sudden stoppage of work, RCF shall not pay any compensation to the contractor or his workers.

6. **Prior to tender submission, the tenderers will be allowed to visit the site and examine the scope of work, facilities and other details. The Company shall not be responsible for any misunderstanding developed later on.**
7. The disposal of wild vegetation should be done within 3 days after removal of wild grass without fail otherwise, RCF Management will engage any outside agency at the risk and cost of the contractor and in addition to this penalty @ 1% will also be charged.
8. The Company will be at liberty to exclude any of the jobs from the scope of work for which payment will not be made.
9. The contractor shall prepare daily report.

Sr No	Location/ Department	Area (Sq. Mt)
1	ETP	40000
2	Bagging Plant	5000
3	SGP/WTP	16500
4	HWP	2000
5	Urea	1000
6	Ammonia	6000
7	CGP	35000
8	Project	160000
9	EES	1250
10	Civil	1500
11	Store	41000
12	IT	1000
13	Fire and Safety	26000
14	Workshop	120

15	Miscellaneous Area	15000
	Total	351370

NOTE: If terms mentioned in Annexure-II, Annexure-IIA of the tender document are contradicting with the terms and conditions mentioned in General Terms and Conditions Annexure-I & IA of the tender document, then terms and conditions mentioned in Annexure-II, Annexure-IIA shall prevail.

ANNEXURE-IIA

SPECIAL TERMS & CONDITIONS:

1.0 PERFORMANCE GUARANTEE / WARRANTY (PG):

PG Clause shall not be applicable.

2.0 METHODOLOGY FOR AWARD OF CONTRACT IN THE RATIO OF 60:40, SHALL BE AS FOLLOWS:

- a) The contract shall be divided in the ratio 60:40.
- b) If L1 bidder is a MSE bidder then, 60% of Work Order value shall be offered to L-1 bidder and remaining 40% Work Order value shall be offered to L-2 party subject to acceptance/matching of L-1 rates. If L2 bidder do not accept/match the L1 rates, the L-1 rates shall be offered to L3, L4, & so on bidders. If no other bidder accepts L1 rates then contract for 100 % value shall be lined up with L1 bidder.
- c) In case L1 bidder is not a MSE bidder, then L1 bidder shall be awarded 60% of the WO value and L1 rates shall be offered to the nearest MSE bidder who is within L1+15% price band. After matching of the rates by this MSE bidder balance 40% of the WO value shall be awarded to nearest MSE bidder who is within L1+15% price band.
- d) In case there is no MSE bidder within price band of L1+15% OR if such MSE bidder does not agree to match the rates of L1, the rates shall be offered to L2, L3.....bidders for further acceptance.
- e) In case there are more than one MSE Bidder within the L1+15% price band, further division amongst them shall not be done due to contract operability issues in the field.
- f) If bidders other than L1 bidder do not agree to match our counter offer then 100% job shall be awarded to L1 bidder.

3.0 Reallocation of Contract Value:

- i. "If it is found that the successful contractor is poor in timely mobilization then the contract value of such contractor shall be reduced and work order shall be amended for such reduction in contract value. This reduced contract value shall then be added to second contractor who has regularly mobilized team whenever needed and exhausted their contract value."

4.0 Penalty Clause for Rate Contracts

- i. In the event of non-supply or delay in supply of goods or services against the rate contract, RCF shall have the right to cancel the order or terminate the contract without any liability.
- ii. RCF may also source the goods or services from alternative suppliers at the Supplier's expense.
- iii. Additionally, RCF may impose a penalty on the Supplier, which shall be 0.5% of the total job/bill value for each instance of non-supply or delay. The total penalty amount shall not exceed 5% of the total job / bill value.
- iv. This penalty clause shall be without prejudice to any other rights or remedies available to the Buyer under the contract or applicable law.

A.PREQUALIFICATION CRITERIA

The bidders shall upload following pre-qualification documents along with their offer as per mentioned in PART-I of e-tender:

1. Bidder should have submit successfully completed work order for Green Space/ belt Conservation, Green Space/ belt development OR Tree plantation and Conservation of saplings or Cutting of wild vegetation and similar jobs in large organization or industrial complexes like refineries, fertilizers, petrochemicals, integrated steel plants /oil and gas/ process plant/ Power plant/ Heavy Water plant etc. The work order should be issued & executed during the last 7 years ending last day of month previous to the month in which application are invited/issued and should be fulfilling, either of the following:

Minimum value of completed work must be as follows:

- a) Three similar completed works each costing not less than the amount equal to **Rs. 7.08 Lakh each + GST**, OR
 - b) Two similar completed works each costing not less than the amount equal to **Rs. 8.85 Lakh each + GST**, OR
 - c) One similar completed works costing not less than the amount equal to **Rs. 14.16 Lakh each + GST**.
2. Proof of execution of submitted work order, which may include any of the following
 - (i) Completion Certificate/ Customer Acceptance Certificate OR

- (ii) GeM CRAC (Consignee Receipt and Acceptance Certificate) document OR
 - (iii) (a) Tax Invoice to the extent of the required Pre-Qualification value and
 - (b) Proof of receipt of payment like bank statement for the above referred tax invoice OR
 - (iv) Any other document indicating work completion
3. Copy of partnership deed/proprietorship /Memorandum and article of association, certificate of incorporation.
 4. All the bidders have to submit the Average annual financial turnover Rs. 5.30 Lakh of last three financial years (i.e. FY 2022-23, 2023-24 and 2024-25) issued by CA with membership number, seal, signed and with UDIN or CA audited financial statements/ profit loss for each of the last three financial years.

Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e. FY 2022-23, 2023-24 and 2024-25) should be at least Rs. 5.30Lakh. In case the date of constitution/incorporation of the bidder is less than three years old, the average annual financial turnover in respect of the completed financial years after the date of constitution shall be taken into account. In this case, the financial turnover during last financial year/ the average financial turnover during preceding two financial years should be at least Rs. 5.30 Lakh
 5. Copy PAN Details, GST Registration details, PF Registration details and ESI C registration details.

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. 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.
17. 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.

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 कार्यवाई 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---