Sovernment e Marketplace	बिड संख्या/Bid Number: GEM/2025/B/6364609 दिनांक /Dated: 01-07-2025				
बिड दस्तावेज़ / Bid Document					
बिड वि	वरण/Bid Details				
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-07-2025 09:00:00				
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-07-2025 09:30:00				
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	Jaduguda				
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Man-days based - Others; Unskilled; Mazdoor/Labour				
अनुबंध अवधि /Contract Period	1 Year(s) 5 Day(s)				
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	20 Lakh (s)				
वर्षों के अनुमव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete				
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete				
भागीदारी केवल सीपीएस/डीपीएसयूई विक्रेता तक सीमित/ Participation restricted to CPSE/DPSU seller	Yes (This bid is reserved for participation only by CPSE/DPSU sellers and hence CPSE/DPSU sellers will be exempted from payment of Transaction charges)				
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Bidder 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 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?	No				

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बिड विवरण/Bid Details				
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1			
दिर्नो की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7			
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Νο			
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 बिड मूल्य /Estimated Bid Value	6703171.1 Total value wise evaluation No			
मूल्यांकन पद्धति/Evaluation Method				
मध्यस्थता खंड/Arbitration Clause				
सुलह खंड/Mediation Clause	No			
ईएमडी विवरण/EMD Detail				
एडवाईजरी बैंक/Advisory Bank	State Bank of India			
ईएमडी राशि/EMD Amount 67031				
ईपीबीजी विवरण /ePBG Detail				
एडवाइजरी बैंक/Advisory Bank	इजरी बैंक/Advisory Bank State Bank of India			
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%) 5.00				
ईपीबीजी की भावश्यक भवधि (माद) /Duration of ePBG				

 ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG	18
 required (Months).	

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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 securityshould be in favour of Beneficiary, wherever it is applicable.

না**भা**র্থী /**Beneficiary :** CHIEF MANAGER

JADUGUDA, Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, PMO (Work Accounts)

विभाजन/Splitting

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

एमआईआई अनुपालन/MII Compliance

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted 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 exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.

5. 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. 6. 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 online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents. 7. 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

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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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Geographic Presence: Office registration certificate: EAST SINGHBHUM

Scope of work & Job description:1750389999.pdf

Manpower Outsourcing Services - Man-days Based - Others; Unskilled; Mazdoor/Labour (8395)

तकनीकी विशिष्टियाँ /Technical Specifications

an contracte in a

विवरण/ Specification	मूल्न्य/ Values		
कोर / Core			
Type of Function	Others		

Type of Function							
Skill Category			Unskilled				
List of Profiles			Mazdoor/Labour				
Experience of Resource		0 to 3 Years					
एडऑन /Addon(s)							
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	ਧਗਾ/Address	संसाधनों की मात्रा / Total number of man-days required during contract period	अतिरिक्त आवश्यकता /Additional Requirement			

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer Added text based ATC clauses 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 Ltd Account No. 33135840169

IFSC Code SBIN0000227 Bank Name SBI Jadugoda Branch address P.O. Jadugoda Dist. Purbi Singhbhum Jharkhand 832 102

SECURITY DEPOSIT (SD):

Total amount of Security deposit (SD) shall be limited to 10% of the awarded value of work. Fifty percent (50%) of this amount (i.e. 5% of the awarded value of work) shall have to be deposited as initial security de posit at the time of execution of agreement including the amount deposited as Earnest Money For balance Security deposit In addition to the above, Running Account bills by way of percentage deductions. Such pe rcentage deduction of retention money shall be @ 5 % of the running account bills till the full amount of se curity deposit is realized/ retained by the Corporation.

DISPUTE RESOLUTION MECHANISM AND JURISDICTION:

CONCILIATION:

Notwithstanding anything contained in this contract, any disputes or differences whatsoever, which are to be settled amicably between the parties with their authorized representatives, shall be resolved through c oncillation.

MEDIATION:

Any disputes or differences, which are not settled amicably thrOugh conciliation, then either of the parties, may approach for Mediation to settle under MediationAct, 2023. The procedure is to be followed as prescri bed in the Mediation Act, 2023 amended from time to time AMRCD Any disputes or differences between th e parties are not settled amicably with conciliation and/or Mediation, then such disputes or differences shal l be resolved through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD). Any disputes or differences relating to interpretation and application of the provisions of commercial contr

act(s) between Central Public Sector Enterprises (CPSES) / Port Trusts, inter-se and also between CPSE(S) and Government Department(s) / Organization(s) shall be taken by either party for its resolution through A MRCD.

ARBITRATION:

Any disputes or differences where clause no. iii is not applicable, the parties may go for arbitration as per t he provisions of Arbitration & conciliation Act, 1996 provided the disputes is restricted to less than Rs. 10 c r. (Ten Crores). This amount is with reference to the value of the dispute and not the value of the contra ct which may be much higher. In all other cases, arbitration shall not be amethod of dispute resolution arising out of this contract.

JURISDICTION:

If the matter is not resolved through above means, the dispute shall be resolved in civil court of law at Jhar khand only.

Pre-Qualification Criteria:

1. Financial Requirement: Average minimum financial turnover of Rs.value as mentioned in the bid docume nt (i.e 30% total estimated value or more) during last three financial years certified by Chartered Account ntant 2.Geographic Presence: Any where in India they can have thier office but they should have an Office regist ration certificate -Registered Office or at least one of the registered Branch Office of the bidder shall be located and registered within the geographical limits within the district of East Singhbhum where the servic es need to be provided. Documentary evidence must be provided in the form of documents as per the following which satisfies as a proof of having the office establishment.

A) MSME or B) Udyam Certificate or c) GSTIN registration

3.Experience criteria :

Experience of having successfully completed similar work during last seven (7) years ending last day of mo nth previous to the one in which tender is invited and should have done either of the following: A) Three similar completed work costing not less than 40% estimated value each including TAX or B) Two similar completed work costing not less than 50% estimated value each including TAX or C) One similar completed work costing not less than 80% estimated value including TAX.

SCOPE OF WORK SUB: OUTSOURCING OF 23 UNSKILLED MANPOWER IN JADUGUDA MILL UCIL JHARKHAND. JOB AREA -1 UNSKILLED MANPOWER -8 NOS JOB AREA-2 UNSKILLED MANPOWER -10 NOS JOB AREA -3 UNSKILLED MANPOWER -5 NOS JOB AREA-1 UNSKILLED MANPOWER -8 NOS Sub: Outsourcing 6 nos. unskilled labours for 365 days -Engaging 02 nos. unskilled persons in any shift (i.e. . in "A", "B" "C" & "G" shifts including Sunday & holiday) in chemical "B" section, Mill for 365 days To run (or assist in running) the Pyrolusite grinding mill and Lime Slaker in Reagent plant and washing of c arbide sludge on requirement. To clean the spillage in Reagent plant (i.e. Pyrolusite and Lime spillage.), co nveyor area of Slaker feeder belt and distributor belt (at the top of the Burnt lime bins) and Lime elevator a rea.Any type of work in Leaching section (Like sample collection in leaching, cleaning/draining of spillage o f slurry in leaching Pachuca and tanks or Pachuca cleaning). To assist mechanical/electrical persons in time of need. Apart from above mentioned works, and to work as a helper in tractor vehicle, miscellaneous wor ks may be assigned by shift -in- charge /engineer-in-charge. Manpower requirement 02 nos. of unskilled labours in any shift (i.e. "A", "B", "C" & "G") are required including Sundays and holida ys. It means 06 nos. of manpower per day including Sundays and holidays Shall be provided by the contra ctor. This requirement of labors may be rearranged as per plant requirement in different shifts. The contrac tor shall quote the rate considering the cost of reliever also & no extra payment shall be made on account of reliever. Sub: 2 nos of unskilled manpower in Section A for 365 days Operation and cleaning in section-A which includes crushing, grinding, neutral thickener and disc filter are as as they will be allocated to work in the section -A Jaduguda mill as a shortage substitute of Manpower.C learing the jam in chutes and cleaning the conveyor belt, fine ore bin, clearing the jam in the ground hopper , crusher, scalper, DDS areas, cleaning the foreign material from the magnet and vibrofeeder. Rod sorting a nd charging ,loading the balls in the bucket,shifting the scrap and foreign materials, cleaning the sump pit ,removing the discharge materials of mill &material shifting. Cloth changing in the disc filter house, cleaning below the thickener and also inside, cleaning the disc filter surge tank, reclaim water tank, flocal tank, overhead sump box, thickener feed box, for the operation of valves and pumps. Made ready the plant for operation after clearing the jam and cleaning the areas. If r equired they may need to work any areas, and to work as a helper in tractor vehicle and as per the directi on of Mill In- charge or shift in-charge/supervisors.

JOB AREA-2 UNSKILLED MANPOWER -10 NOS

Sub: Outsourcing 10 nos. unskilled labours for 365 days (Breaking of big size boulders and charging the br oken Fragments through grizzlies inside ground hopper bins)

The job includes the following works:

Daily breaking of big size uranium ore boulders above 300mm x 300mm boulders by hammering to requisi te size passing through ground hopper grizzly of having opening 300mm x 300mm. Fragments of boulders broken on the grizzly are to be pushed inside the ground hopper bins along with small size ore coming thr ough dumpers. Spillage cleaning job at Mill house, Crushing plant & ground hopper conical bin area Apart f rom above mentioned works, and to work as a helper in tractor vehicle ,miscellaneous works may be assig ned by shift –incharge /engineer-in-charge.

Manpower Requirement:-

Work shall be done in A,B,C,G,shift in all working days Sunday and holidays as per direction of the Enginee r-In-charge. The Contractor will have to engage 04(Four) labours in "A Shift, 04 (Four) labours in "B Shift and 02(Two) labours in "C shift. This requirement of labors may be rearranged as per plant requirement in different shifts. All tools & tackles and PPEs necessary for this work shall be supplied by the contractor. Th e contractor shall quote the rate considering the cost of reliever also & no extra payment shall be made on account of reliever. Total no. of working days: 365 JOB AREA-3 UNSKILLED MANPOWER - 5 NOS

Sub: : Outsourcing 5 nos. unskilled labours for 365 days Replacement of filter cloth and disposal of old filte r clothes and other misc.jobs etc. in chemical house for 365 days

Details of jobs for replacement of filter clothes:

The scope under this work involves cutting of nylon strings, removing of caulking rope, removing of old filte r clothes, fixing of new filter clothes, fixing nylon string, stringing of nylon string along with shifting of old & replaced filter clothes & nylon strings from jobs to allocation within the plant as per direction of the Engi neer-In- Charge or its representatives. Cleaning of spilled slurry around filters, cutting of nylon strings wra pped around repulper, filter trunion and their disposal.

Apart from above mentioned works, and to work as a helper in tractor vehicle miscellaneous works may be assigned by shift-incharge /Engineer-in-charge.

Manpower requirement: The contractor must supply 5 (five) manpower on daily basis for the job on all wor king days Total no. of working days: 365

SPECIAL TERMS AND CONDITIONS

Manpower is mandatory for all the 365 days, about 23 nos of unskilled manpower. Only For 3 paid holidays-- 26th jan,15th Aug & 2nd oct payment will be made and plus as per the ref letter no:UCIL/DGM(P &IRs)/GEN/2024 dt 07.09.24 (Inclusion of provision of leave with wages if applicable).

Safety appliances which includes new PPE and new tools & tackles needs to be supplied by the bidder only & it will be reimbursed on submitting the documentary evidence. This is applicable only on the successful execution & completion of work order. If the bidder didn't complete the work completely(1year), Safety appli ances , tools & tackles charges will not be reimbursed or deducted the entirely amount if paid at the during the work execution.

From the first day of work itself contractor needs to provide the new safety appliances, tools & tackles for all the manpower supplied for the mention work. Charges of safety appliances, tools & tackles will be reim bursed on the submission of documentary evidence.

After awarding the work order ,a Person needs to be deputed by the contractor for supervision work and th ey need to be present in the site for 8hours duty and looks after the safety and day to day activities of the supplied manpower and the deputed person service charge or payments will be in the scope of contractor only. Supervision work will be looked after by the bidder supervisor in the site for daily routine works 8 hou rs duty after awarding the work order. Manpower may be allotted in any shift with any timings. Manpowe r should report to the working place on time and they need to work in the site for 8 hours as per their shift duty. If required Manpower maybe called or posted in bulk i.e total manpower in any single shift. Manpower needs to present in their entire duty hours and biometrics punching should be followed for attendance (if a vailable). Necessary reliever/required manpower arrangement should be provided by the bidder to fulfill th e shortfall of attendance.

PENALTY WILL BE COMES IN EFFECT FROM THE STARTING DATE OF WORK AS MENTIONED IN THE GEM W ORK ORDER.

Once the GeM work order is generated, necessary arrangements to be done by the contractor. For applying the gate pass the following documents are mandatory:

- Medical certificate
- Verification documents
- ESI, EPF documents
- Contract agreement
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- Security deposit
- Letter of commencement work
- Labour licence if required
- Safety appliances new , tools & tackles

Timely gate pass renewal should be followed. Timely payment should be made by the bidder to the manpo wer.

For Bill submission :

Monthly RA bill should be submitted with in 10th of the next month. Every month they should submit the R A bill without fail. For the bill submission, documents needs to be submitted with in 10th day of the next m onth after paying the Manpower wages and statutory fees and if not submitted till 10th day ,from 11th day onwards if it is required work may be stopped and also it will be marked/counted as absent from the date of work stopped and necessary penalty will be applicable from the date of work stopped.

BIDDER MAY FOLLOW THE TIMELY PAYMENT OF WAGES TO THE WORKER, AFTER AWARDING THE WORK C ONTRACT DON'T SIMPLY SAY AS THE MONTHLY RA BILL HAS NOT BEEN CLEARED YET, WORKER PAYMENT WAS NOT DONE. IT IS MANDATORY FOR THE BIDDER TO FOLLOW THE TIMELY PAYMENT FOR WORKER List of documents to be submitted for billing with a 4 set of copy

1. Attendance register

2. Muster roll

3. Minimum wages register

4. Loan recoveries register

5. Wages slip

6. Bank statement regarding labour payments

7. ESI copy

8. EPF copy

9. Labour declaration

10. Invoice copy

11. Covering letter

Necessary documents needs to submit while submitting the bills. Chasing & follow up regarding payment b ills should be done by the bidder's or their representative only.

BIDDER MAY QUOTE THE NECESSARY SERVICE CHARGES PROPERLY, AFTER AWARDING THE WORK CONTR ACT DON'T SIMPLY SAY AS THEY HAVE QUOTED LESS SERVICE CHARGES.

Total manpower needs to be supplied for this work will be around=8395mandays(365*23).Per month man power needs to be provided as per GeM it will be around =690 mandays per month(30*23) as per the GeM no of days will be as 30 days for all the 12 month.

Daily attendance of 23 manpower= 690 manpower per month for 30 days

Daily attendance of 22 manpower= 660 manpower per month for 30 days

Daily attendance of 21 manpower= 630 manpower per month for 30 days

Daily attendance of 20 manpower = 600 manpower per month for 30 days

PENALTY

The contractor shall maintain daily attendance of 23 nos. of workman in every running month. Failure to m aintain daily attendance of 23 nos. of workman will lead to imposition of penalty as follows;

- i). No penalty shall be deducted from monthly running bill when 23 nos and greater or equal to 22 nos of a verage daily attendance is maintained.
- ii) 2 % shall be deducted from monthly running bill when less than 22 nos and greater or equal to 21 nos of average daily attendance is maintained.
- iii) 5 % shall be deducted from monthly running bill when less than 21 nos and greater or equal to 20 nos o f average daily attendance is maintained.
- iv) 10 % shall be deducted from monthly running bill when less than 20 nos of average daily attendance is maintained.

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:-

- 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.

- 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 <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 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.
- 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the <u>सामान्य नियम और शर्तै/General Terms and Conditions</u>, conditons stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तै/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---