

विड दस्तावेज़ / Bid Document

विड विवरण/Bid Details	
विड बंद होने की तारीख/समय /Bid End Date/Time	24-10-2025 13:00:00
विड खुलने की तारीख/समय /Bid Opening Date/Time	24-10-2025 13:30:00
विड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (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	Ramagundam Fertilizers And Chemicals Ltd
कार्यालय का नाम/Office Name	New Delhi
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Highly-Skilled; Diploma; Non-IT Technical , Manpower Outsourcing Services - Minimum wage - Skilled; Not Required; Others , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Not Required; Others , Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,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

बिड विवरण/Bid Details	
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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
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	Single 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	4199790
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	50000

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).	18

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

AGM (Civil)

Fertilizers City, Ramagundam, Peddapalli Dist, Telangana - 505210

(Ramagundam Fertilizers And Chemicals Limited)

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं 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
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. 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.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / Stat Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. 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.

4. 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.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
6. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work & Job description:[1760684477.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1760684582.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; Diploma; Non-IT Technical (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Highly-Skilled
Educational Qualification	Diploma
Type of Function	Non-IT Technical
List of Profiles	Site Supervisor
Specialization	Any Diploma or Higher
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	02 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	No
Name of states/ UT for geographical presence is required	Not Applicable
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	

विवरण/ Specification	मूल्य/ Values
Title for Optional Allowances 1	Leave Allowance
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	Site Supervisor

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 / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Mayank Dhawan	505210,Ramagundam Fertilizers , RFCL Fertilizers City, RFCL Plant, Ramagundam, Peddapalli, Telangana	1	- Minimum daily wage (INR) exclusive of GST : 893 - Bonus (INR per day) : 74.39 - EDLI (INR per day) : 4.47 - EPF Admin Charge (INR per day) : 4.47 - Optional Allowances 1 (INR per day) : 44.65 - Optional Allowances 2 (INR per day) : 0 - Optional Allowances 3 (INR per day) : 0 - Estimated Number of Overtime Hours per Resource per Month : 14 - Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 224 - ESI (INR per day) : 0 - Provident Fund (INR per day) : 107.16 - Number of working days in a month : 26 - Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Skilled; Not Required; Others (3)**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled
Educational Qualification	Not Required
Type of Function	Others
List of Profiles	Sheet Fitter Mason Plumber Carpenter etc
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	No
Name of states/ UT for geographical presence is required	Not Applicable
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	Leave Allowance
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	Skilled (Sheet Fitter or Mason or Plumber or Carpenter etc..)

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 / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Mayank Dhawan	505210,Ramagundam Fertilizers , RFCL Fertilizers City, RFCL Plant, Ramagundam, Peddapalli, Telangana	3	• Minimum daily wage (INR) exclusive of GST : 760 • Bonus (INR per day) : 63.31 • EDLI (INR per day) : 3.80 • EPF Admin Charge (INR per day) : 3.80 • Optional Allowances 1 (INR per day) : 38.00 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 5 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 190.00 • ESI (INR per day) : 0 • Provident Fund (INR per day) : 91.20 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Not Required; Others (:)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Semi-skilled
Educational Qualification	Not Required
Type of Function	Others
List of Profiles	Assistant Fitter Glazier etc

विवरण/ Specification	मूल्य/ Values
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	No
Name of states/ UT for geographical presence is required	Not Applicable
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	Leave Allowance
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	Semi Skilled (Assistant Fitter or Glazier etc)

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Mayank Dhawan	505210,Ramagundam Fertilizers , RFCL Fertilizers City, RFCL Plant, Ramagundam, Peddapalli, Telangana	1	• Minimum daily wage (INR) exclusive of GST : 632 • Bonus (INR per day) : 52.65 • EDLI (INR per day) : 3.16 • EPF Admin Charge (INR per day) : 3.16 • Optional Allowances 1 (INR per day) : 31.60 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 4 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 164.00 • ESI (INR per day) : 20.54 • Provident Fund (INR per day) : 75.84 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others (8)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Unskilled
Educational Qualification	Not Required
Type of Function	Others
List of Profiles	Beldar Coolie Helper etc
Specialization	Not Required

विवरण/ Specification	मूल्य/ Values
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	No
Name of states/ UT for geographical presence is required	Not Applicable
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	Leave Allowance
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	Un Skilled (Beldar or Coolie or Helper etc.)

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 / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Mayank Dhawan	505210,Ramagundam Fertilizers , RFCL Fertilizers City, RFCL Plant, Ramagundam, Peddapalli, Telangana	8	• Minimum daily wage (INR) exclusive of GST : 541 • Bonus (INR per day) : 45.07 • EDLI (INR per day) : 2.71 • EPF Admin Charge (INR per day) : 2.71 • Optional Allowances 1 (INR per day) : 27.05 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 8 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 140.00 • ESI (INR per day) : 17.58 • Provident Fund (INR per day) : 64.92 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/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

ELIGIBILITY CRITERIA

Sl. No.	Conditions	Documents required (To be submitted along with Technical bid)
1.	Bidder should be Contractor having executed at least 1(one) similar work of Manpower Supply for Civil &/or Structural scope in <i>Central Govt. Departments/State Govt. Departments/Public &/or Private Sector Factories/Projects/Operational-Establishments/Office Complexes/Warehouses /Townships/ etc.in any one year during the last 7 years.</i> “Similar” means Manpower Supply for Civil/Structural/Roof-sheeting works etc. Note: “The last 7 years shall be counted from last date of the preceding month in which tender has been Issued.”	i)Bidder must submit the copy of valid industrial License issued by Statutory authority for being a manufacturer along with ISO certificate/ GST Registration certificate / Udyog Aadhaar / certificate issued by statutory authority/NSIC certificate or equivalent certificate. ii)In case the manufacturer wants to quote through their authorized dealer/distributor or their authorized dealer wants to quote separately then authorization certificate from the manufacturer is required in addition to (i) above. The Authorization certificate should be issued for specific tender/enquiry. iii)Authorization letter from the company on behalf of the person signing the document be provided with technical bid. iv)For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest) v)For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted. vi)For Transport unions/Co-operative societies/Registered societies- Copy of Registration certificate /Copy of Resolution of members/Authority letter to participate in the tender.

2.	Bidder should have successfully completed similar work(s) as defined above during immediate last 7 years as mentioned below: One work having value not less than ₹28,47,315/- (excl. GST) or Two works each having value not less than ₹17,79,572/- (excl. GST) or Three works each having value of not less than ₹14,23,657/- (excl. GST)	Copy of Work Completion Certificate along with copy of Work Order from the organization where the work is executed is to be enclosed mentioning the completed value of each single work executed and performance certificate issued by the client. In case period of work executed for work order submitted by the bidder is more than one year then the value of work executed shall be proportionately calculated for one year. However, if the executed value is less than one year, then the executed value shall be considered as it is i.e. shall not be extrapolated for one year.
4.	The net worth of the bidders should be positive for the Financial year 2023-24 ending March'2024. *Networth = Paid up share capital+ Reserves Out of Profit (Including Security Premium) - Accumulated losses - Deferred Expenditure - Mis. Expenditure not written off.	A Copy of Audited* Balance Sheet should be submitted in support of your claim. * Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).
5.	Bidder should have minimum working capital of ₹3,55,914/- as per Audited Financial result of Financial Year 2023-24 "Working capital should be current assets minus current liabilities.	Copy of audited balance sheet for the Financial year 2023-24 ending 31st March'2024 should be submitted. Or, Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund-based line of credit for at least of ₹3,55,914/- as on preceding month in which tender has been issued.

6.	I. Bidder must not be black listed by any government department/public sector undertaking/co-operative Unit. II. Bidder must not be delisted / on Negative List by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender. III. Bidder must not be on the Holiday list of RFCL.	Self-certification(s) for both should be submitted on Party's letterhead for the same.
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SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. RFCL may at its discretion award any other / additional work of any magnitude on the final agreed rates, terms, and conditions, as per the work order, for execution of the same and the contractor shall have to execute the same work as a separate work.
2. RFCL does not guarantee any quantum of work to be executed.
3. The work is to be executed at various heights, depths and levels as defined in S/R Items and nothing extra will be paid on this account beyond the quoted/agreed rates, except wherever mentioned/ applicable.
4. Nothing extra for adverse sub soil condition. There may be variation in nature of sub soil both horizontally and vertically. The contractor shall have to take necessary precaution during work against any happening like collapsing of earth etc. or a y slip / settlement will have to be made good by the contractor at his own cost.
5. Contractor shall maintain a small Office-cum-Store in plant where his responsible representative(s) will be available for receiving instructions, job orders etc. throughout the contract period. RFCL will give space for store/site office and the contractor has to construct necessary temporary structures of his own, if required, but contractor will have to vacate the land at the expiry of contract period failing which

ues shall not be released.

6. The agency will work in such a manner, which will not disturb the office environment. Certain jobs shall be carried out at the convenience of RFCL, which can only be executed after office hours and/or on holidays. To carry out these works, agency shall deploy workers at such convenient timings only. Nothing extra shall be payable on account of odd hours of working and/or waiting time for availability of site or work.
7. Contractor shall not employ in connection with the work, any person who has not completed Eighteen (18) years of age and not more than 60 years of age.
8. The contractor should note that nature of work involved is of maintenance nature and pertains to occupied buildings/ operational structures. He may have to bear the delay on account of various activities and unavoidable delays for which no claim whatsoever in respect of idle labour and loss will be entertained and nothing extra shall be paid for the same.
9. If there are varying or conflicting provisions made in any one document forming part of the contract, the decision of Engineer in charge shall be final and binding on the contractor.
10. The nature of the job is such that contractor will be required to work even on Sundays and paid holidays, therefore, he will have to ensure the deployment of the requisite manpower on these days by staggering their weekly off day. Nothing extra shall be paid on this account.
11. RFCL may ask any documents if seems necessary like income tax returns, Form 26AS etc. while evaluating tender.
12. In Clause no. 1.2.0 of GTCC service air shall not be provided by RFCL.
13. GTCC Clause no. 1.8.0 (a) is replaced with following:

Tenderers must submit Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand Only). The tenderers will have the option to submit the EMD either in the form of a Crossed Demand Draft favouring Ramagundam Fertilizers and Chemicals Ltd. and issued by any scheduled/nationalized bank payable at Ramagundam (under this option the details of DD No. & Date, amount, bankers name etc has to be submitted in relevant field/column of online module) or through online payment modes like RTGS/NEFT etc or can submit the

e EMD in the form of Bank Guarantee Format of EMD-BG as per Annexure-XVII. The charges, if any, for online payment or for DD or for BG submission of EMD will be borne by the bidder.

In case of submission of EMD by DD or in the form of BG, it should be ensured by the tenderer that the scan copy of DD/BG is uploaded with E-Tender & original DD or Original EMD should be received by RFCL before opening of techno-commercial bids for verification of the details of DD/BG given online by the tenderer. However, Bidders registered under MSME/NIC are exempted from submission of EMD as per GTCC clause No. 1.8.0 (b).

The details of the transaction with UTR No to be submitted along with technical bid for verification.

RFCL's Bank details for RTGS/NEFT are as follows:

Beneficiary Name : Ramagundam Fertilizers and Chemicals Limited

Bank name : State Bank of India

Branch Name : RFCL BRANCH (61777)

Bank A/c no. : 36727029257

IFSC Code : SBIN0061777

Earnest Money Deposit will not bear any interest.

14. GTCC Clause 1.9.0(vi) stands modified as below: -

Bidder's bid should be workable and price bids quoting contractor's service charge/ profit margin less than 3.85% for supply of Manpower **(As per Dept. of Expenditure, Ministry of Finance, Govt. of India OM No. F.6/1/2023-PPD dated 06.01.2023)**) on prefilled value of RFCL will be outrightly rejected summarily.

15. GTCC clause no. 1.22.0 (a) is modified as:

The contract shall remain valid from the date of its award up to the date of issue of Final Certificate by RFCL. Further, the work completion period is 12 months from the start date mentioned in Letter of Award to the contractor. The Contractor shall Mobilize at site within 10 (Ten) days of notification for actual date of start of contract. However, if the necessity arises Contractor may have to mobilize at site within 3 days of instruction given by RFCL in writing.

16. **The 1st sentence of GTCC Clause 1.28.0 is modified as below;**

The Contractor shall guarantee for the work done for a period of 03 months from the date of issue of Completion Certificate shall be read, as "The Contractor shall guarantee for the work done for a period of 03 months from the certified date of work

rk Completion.”

17. GTCC Clause no. 1.34.0 stands deleted.

18. GTCC clause no. 1.39.0 stands modified as below:

Except where otherwise provided in the contract all matters, questions, disputes or differences (Dispute's) whatsoever, which shall at any time arise between/among the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract shall be resolved / settled amicably through negotiation by the parties. In the event that the same, one party shall issue dispute notice in this regard, to the other party. If the other party could not settle the said dispute/s amicably within 45 days from the date of receipt of dispute notice, then, party/ies may refer the said dispute/s for adjudication through Arbitration, as prescribed hereinafter.

On failure of amicable resolution/settlement as above. The dispute/s shall be referred / adjudicated through Arbitration under / in accordance with "Arbitration Centre (Domestic and International), High Court of Judicature at Hyderabad for the state of Telangana and the State of Andhra Pradesh Rules, 2015" as amended or modified or re-enacted from time to time. Where the said rules are silent or in conflicts with Indian Laws, same shall be governed by Arbitration & Conciliation Act 1996; as amended or modified or re-enacted, from time to time.

The number of Arbitrator shall be three (3) in case of matter involving total amount of claims (without considering claim of interest) more than Rs. 3 Crore, otherwise number of Arbitrator shall be one (1) i.e. (Sole) Arbitrator.

The language of Arbitration shall be English.

The Governing Law Shall be Laws of India and dispute/s shall be adjudicated as per Indian Laws.

For the convenience of parties, the venue of Arbitration shall be as per above rules i.e., Arbitration Centre, Hyderabad, However, the Seat of the Arbitration Shall be, Ramagundam, Peddapalli District, State of Telangana. The courts at Ramagundam Peddapalli District, State of Telangana shall, have exclusive Jurisdiction.

It is also agreed by and between the parties that in case a reference is made to the Sole Arbitrator / Arbitral Tribunal for the purpose of resolving the dispute/s arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the SBI MCLR Rate applicable to RFCL on the date of award of contract.

19. GTCC clause no. 1.27.0 (a), (b) & (c) stands modified as below:

- a. The Security Deposit together with EMD/Initial Security Deposit shall be 5 % of the contract value.
- b. In case of work awarded, Initial Security Deposit (ISD) shall be 2.5 % of the Contract Value which is required to be deposited within 10 days of the issue of the letter of acceptance by the successful tenderer. EMD can be adjusted against Initial Security Deposit. The balance amount of Security Deposit (S

D.) @ 2.5% of the bill value shall be deducted from each Running Bill of the Contractor so as to make the total recovery of Security Deposit @ 5% of the Contract / Work Order Value.

- c. Alternatively, Successful bidder can furnish Performance Bank Guarantee (PBG)/ Bank Guarantee (BG), in lieu of ISD & SD, from any Nationalized / Scheduled Bank except Rural and Co-operative bank equivalent to the 5% of the contract value valid up to the expiry of Defect Liability period + three months claim period within 10 days of the issue of the letter of acceptance (As per proforma attached at **Annexure IX**).

20. The term "10% security deposit" mentioned in clause no. 1.30.0 (a) of GTCC is placed with "5% Security Deposit".

21. Tender fee is not applicable for this NIT, hence, the term "tender Fee" wherever mentioned in GTCC stands deleted.

3. **Buyer Added Bid Specific ATC**

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

4. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

I. SCOPE OF WORK & ASSOCIATED TERMS AND CONDITIONS

Scope of work includes but not limited to the following:

1. The scope of work primarily involves supplying of Manpower with requisite skill for executing Civil Maintenance, Roof-sheeting, Vertical Sheet Cladding & allied works as per requirement in RFCL Factory Area including supply of all hand/machine operated tools & tackles. Any emergent work shall have to be executed by doing the work round the clock and / or after normal general shift (08:30 AM to 5:30 PM). Necessary Overtime Charges shall be payable to the Contractor, in line with is quoted rates, in the event, manpower is utilized beyond General Shift based on exigencies of work, subject to submission of documentary proofs in respect of overtime wages paid to the workmen.
2. All types of works under this contract shall be executed in the following areas/structures: -

FACTORY AREA: -

- Ø All Plant & Non-Plant buildings, surrounding areas, Pipe-racks, Transfer-Towers, Conveyor or Galleries Technological Structures, Pump Houses, Equipment Sheds, Urea Storage Silo, Urea Prilling Tower and other miscellaneous structures/sheds in Urea Plant, Ammonia Plant & Utilities-Offsite.
- Ø Bagging Building, Railway Platform & Shed
- Ø Plant Compound wall & Security watch towers, Process & Storm water drain network.
- Ø In any other area of RFCL plant Premises

The contractor shall deploy at least **1(one) Qualified (Diploma Holder or higher Supervisor with 2-year post qualification experience** for supervising/coordinating the work, taking instructions from Engineer-In-Charge, reporting work-progress & maintaining pertinent

nt billing and work-related records etc. The Supervisor so deployed may be empowered with proper power of attorney / Authority letter to act on behalf of the Contractor's firm for all work and bill related matters. The Supervisor shall endeavor to be present on all working days and shall mark his presence in attendance register maintained by RFCL. It is important to note that contractor shall deploy the supervisor and payment for deployment of supervisor shall be made as per SOR item. In case of his absence from duties under normal circumstances for more than 5 continuous working days in a month, penalty shall be levied @ ₹1500 per working day from due payments of the Contractor, till resumption of duties by the Supervisor. In case of absence due to medical reasons, Contractor shall inform the same to Engineer-In-Charge and shall endeavor to deploy replacement Supervisor temporarily, within 10 days. Upon failure to deploy replacement within 10 days, penalty shall be levied @ ₹1800 per working day from due payments of the Contractor, till re-deployment of Supervisor. The quoted rates shall be deemed to include the above provisions.

3. Roof-sheeting & allied works may have to be carried out as per requirement on vertical/horizontal surfaces over Building/Shed Roofs, Conveyor Galleries, Transfer Towers and others etc. at heights ranging **upto 50m** from adjacent Road/Ground Level. The Contractor shall deploy only **medically fit workmen** for working at heights. Further, loading, shifting & lifting of materials to height shall also be required for execution of work. The quoted rates shall be deemed to be inclusive of all these considerations. However, crane with man-basket may be provided by RFCL upon request subject to feasibility and availability for executing works at heights.
4. RFCL Plant is categorized as a hazardous factory and issuance of Safety work permits is mandatory for doing any job inside the plant process area. The contractor shall ensure that, until safety work permit is issued by RFCL, work will not be carried out.
5. The Contractor shall arrange necessary documents of their manpower and ensure compliance of formalities for making Gate passes to work in RFCL's premises as per RFCL Plant Gate Security norms. The workmen, supervisors, Engineers are allowed to come in the plant area only with proper gate passes. RFCL will issue necessary gate passes to such persons for whom the request will have to be made by the contractor. RFCL will not be responsible for late entry of the persons through the gate due to the absence of gate passes.
6. Police verification of workers & Supervisor proposed to be engaged for this contract shall be done to verify the antecedents. The gate passes will be issued after getting the valid police verification certificate (PVC) of workers in those cases only where contractor workers & Supervisor are required to be engaged more than two weeks. The validity period of the submitted /deposited police verification certificate by the contractor will be till the tenure of contract, only. The expenses pertaining to the PVC of the workers & Supervisor will be borne by contractor. Nothing extra to be paid for Police verification.
7. The Medical Check up of workers & Supervisor for the issuance of gate passes & as per the requirements pertaining to Factory Act 1948 shall be done by the Contractor at his own cost and the necessary reports & certificates shall be submitted to RFCL. No separate expenses pertaining to Medical checkup for deployed workers & Supervisor shall be paid separately by RFCL.
8. All consumable, non-consumable materials to be brought inside plant areas shall be entered with proper gate passes. The same shall also be entered in the register being maintained by security personnel at the factory's Main Gate.
9. Ensuring availability of calibrated measuring instruments/tools as and when required for measurement & inspection purpose like Measuring tapes, Auto-Level etc. shall be in the scope of Contractor.
10. The contractor shall provide pertinent PPEs (Personal Protective Equipment) like Safety Helmets, Safety Shoes, Safety Goggles, Face Shields, Dust Masks, Hand Gloves, Gum boots, Earmuffs etc. based on nature/location of works being carried out by workmen deployed by him. The contractor shall ensure strict compliance of Safety norms laid down by RFCL or as intimated from time to time, during the currency of the Contract. However all workmen shall be mandatorily provided with **minimum 1 No. Safety Helmet (Yellow Colour), 1 Pair of Safety Shoes** which they shall wear invariably while working inside the Plant. The helmet shall bear the initials/logo of the Contractor's firm and Blood Group of the person wearing the same. **For carrying out works at**

height, Contractor shall ensure strict adherence to prevailing safety norms at RFCL which may include provision of additional safety equipment/arrangements like Safety Nets, Lifeline Ropes, Safety Belts (Double Hook Type), Roof-ladders and others as may be required in the opinion of Engineer-In-Charge/Safety Department of RFCL. The quoted rates shall be deemed to be inclusive of these provisions. In case, Contractor fails to comply with above Safety norms, flat penalty @ ₹ 500 per incident of violation shall be levied from due payments of the Contractor.

11. The watch and ward of Contractor's as well as Free Issue Material, if any shall be in the scope of the Contractor, at no extra cost to RFCL.

12. To & fro Local Travelling as may be required, Lodging and Boarding of their staff and requisite arrangement for movement of workers to & fro from work site to their place of stay as well as from one work site to another, shall be in the scope of the Contractor. **In this connection, minimum 4(four) No. of bicycles shall be deployed and maintained by the Contractor for swift movement of workers anywhere in the RFCL Plant Premises.** Similarly, the Supervisor shall be deployed with a two-wheeler to supervise various jobs in RFCL Plant premises. The quoted rates shall be deemed to be inclusive of above provisions for deploying, operating & maintaining requisite means of transport.

13. Suitable Medical facilities/Insurance for their staff & worker as per applicable statutory provisions, shall be in the scope of the Contractor.

14. Contractor shall endeavor to obtain necessary work permit in 1 day in advance in standard format of RFCL, which includes Electrical/ Instrumentation / process clearance before taking up the Excavation/Dismantling work.

15. The Contractor's Engineer/Supervisor shall maintain a close liaison with RFCL's Engineer In-Charge for reporting Daily Progress. An Attendance Register for all man-power deployed at RFCL Plant premises which should be signed every-day, shall be maintained by the Contractor in the office of Engineer-In-Charge or his authorized representative.

16. The Contractor shall submit the Computerized Running Account Bills as per the RFCL approved format.

17. Social distancing to be maintained as per central/state government time to time guidelines regarding COVID-19. The cost for maintaining the COVID-19 norms like providing face masks, sanitizers etc shall be borne by the Contractor.

18. Timing of work will be general shift unless otherwise instructed by Engineer-in-charge.

19. The contractor shall make suitable arrangement and quote their rate accordingly so that the labour will be given weekly off, holiday and other statutory benefits like annual leave & retrenchment benefits.

20. The contractor shall maintain records and comply to all applicable statutory provisions with respect to wage payment, PF, ESI labour license etc. (if required) and any other documents as may be required as per relevant statutes.

21. No minor, sick, old or medically unfit labour will be deployed for the work.

22. The contractor shall abide by all statutory rules and regulations of local authority, State and Central Govt. as the case may be with regard to statutory benefits and non-statutory benefits prevailing at RFCL.

L-Ramagundam as applicable, at his own cost.

23. The contractor shall have to comply with the provision of payment of wages Act, 1936 minimum wages Act, 1948, contract labour (regulation and abolition) Act, 1970 with latest modification thereof or any other related law and rules made time to time. No extra claim shall be entertained by RFCL on this account.
24. RFCL has right to terminate the contract at any time during the contract period in case performances not found satisfactory and work not carried as per instruction of Engineer-In-Charge.
25. The Quoted rates/prices shall include all the cost of equipment's/materials, labours, taxes duties/levies except GST.
26. The matrix appended below pertains to perennial and on call basis manpower deployment for routine/emergent maintenance/essential services of Plant, same shall be ensured by the Contractor: -

Sl. No	Details of Manpower	Mode of Deployment	Notice Period for Deployment
1.	1 No. Supervisor – Highly Skilled	Daily Basis-Working Days Only (General Shift)	Required to be deployed throughout the currency of Contract and deviation in deployment will be allowed only with authorization of Engineer-In-Charge.
2.	2 No. Sheet fitter/Mason/Pipe Fitter etc. -Skilled	Daily basis- Working Days Only (General Shift)	
3.	1 No. Asst. Fitter/Glazier etc. – Semi Skilled		
4.	6 No. Beldar/Coolie/Helper etc. – Unskilled		
5.	Sheet fitter/Mason/Pipe Fitter etc. -Skilled	On call basis	2 Working Days
6.	Beldar/Coolie/Helper etc.-Unskilled	On call basis	2 Working Days

NOTE: -

- a) As mentioned above, the above deployment on Daily/On Call Basis is for routine/emergent maintenance works/essential services in RFCL Plant premises.
- b) While quoting their rates for manpower supply, bidder to consider **provisions of holiday payments (RFCL declared closed holidays approximately 12/13 Holidays per calendar year)** and other statutory benefits like annual leave & retrenchment benefits. The Contractor shall maintain records of attendance/wage payments and other pertinent records of perennial/on call basis manpower being deployed. **NOTHING EXTRA SHALL BE PAID BY RFCL TO THE CONTRACTOR ON ACCOUNT OF HOLIDAY PAYMENTS (RFCL DECLARED CLOSED HOLIDAYS) AND OTHER STATUTORY BENEFITS LIKE ANNUAL LEAVE & RETRENCHMENT BENEFITS.**
- c) The manpower being deployed under the above matrix, shall record their attendance in a register to be maintained by the Contractor in the office of Engineer-In-Charge or his authorized representative. Both perennial & on call basis workmen shall report to Engineer-In-Charge or his authorized representative on all working days for taking work related instructions.
- d) In case the any of the manpower to be deployed under Sr. No. 2,3,4 is **absent for more than 5 working days in a month, flat penalty @ ₹500 per person per day of absence** shall be levied from payable dues of the Contractor. **However, any penalty imposed on the contractor shall be at the sole discretion of the Engineer-in-Charge** Further, in case of prolonged absence (more than 10 continuous working days) of any of workmen deployed under Sr. No. 2,3,4 due to any medical reasons, Contractor shall arrange to deploy suitable **replacement within 3 working days** to ensure minimum disruption to essential services, failing which it shall be treated as non-performance on part of the Contractor.
- e) RFCL shall give written notice/instruction in "DAILY LOG BOOK" for deployment of On-Call basis manpower. In case of delay in deployment of "On Call basis" Manpower beyond the notice period for deployment as indicated in the above matrix, **flat penalty @ ₹500 per person per day of delay** shall be levied from payable dues of the Contractor, till deployment of desired manpower. **However, any penalty imposed on the contractor shall be at the sole discretion of the Engineer-in-Charge.** In case there is delay beyond 7 Working days, same shall be treated as non-performance on part of the Contractor.
- f) The timelines are indicative and Contractor shall endeavour to deploy On-Call basis manpower even earlier than the prescribed time frames.
- g) As per work exigency the Contractor shall have to deploy any number of skilled/unskilled Manpower on call basis inside factory area, as per the instruction of Engineer-in-charge.
- h) Under any emergency/ requirement, manpower can be shifted from the one location / site to another (Factory Area) at the discretion of the Engineer-in-charge. No objection of the contractor shall be entertained.

27. Contractor shall have to ensure continuous operational availability of certain tools/enabling items as tabulated below for swift & safe execution of works.

Suggestive Inventory of Tools/Enabling Items to be maintained: -

Sl. No	Name of Tools	Suggestive Inventory
1.	Metal Drilling cum Screwing Machines	2 Nos.
2.	Safety Net (10mx5m)	2 Nos.
3.	Safety Belts-Double Hook Type	05 Nos.
4.	Aluminium Ladder(Light Weight) 10 feet	01 Nos.
5.	Electrical Demolition Hammer	01 Nos.
6.	Drill Machine with the necessary bits of requisite sizes	01 Nos.
7.	Electrical Cutting machine with all attachments	01 Nos.
8.	Spades	5 Nos.
9.	Gumpas	10 Nos.
10.	200 Liter Water Barrel	1 No.
11.	½ inch Hose Pipe-30 meter with connector and 1 inch Hose pipe-30 meter with connector	1 No.
12.	Axe	05 Nos.
13.	Iron Earth Rammer (Dhurmus)	01 Nos.
14.	Aluminium Foldable "A" Type Ladder 10 Feet	1 No.
15.	Mortar mixing trays/Sheet	2 Nos.
16.	Gauge Boxes for proportioning of Sand/Aggregates	3 Nos.

17.	Tarpaulin Sheet of suitable size	1 No.
18.	Manual Pipe Threading Machine (Dye) for 15mm/20mm/25mm sizes	1 No.
19.	Wire Claw	3 No.
20.	Carborundum Stone with Handle	1 No.

NOTE: -

- a) The cost of consumables related to the tools, equipment's & machinery shall be borne by the contractor, No additional payment shall be paid to the Contractor by RFCL for the same.
- b) The above inventory whenever deployed/utilized at site shall be kept at contractors store under his watch and ward.
- c) The quantities mentioned above are suggestive and shall not be treated as a reason for not procuring/maintaining extra/other tools/consumables that may be required in the opinion of Engineer-In-Charge, based on works entrusted to the Contractor.
- d) The above inventory shall be subjected to random inspection by Engineer-In-Charge. In case, any shortfall is observed any of the listed items in the prescribed inventory during random inspection, an amount of **₹10,000(Ten Thousand Only) shall be deducted** from due payments of the Contractor, till replenishment of the inventory to desired levels.

28. The chemicals shall be supplied in good quality containers/ packaging. Vendor shall take back all the used containers/ packaging and all the obligations under Plastic Waste Management (PWM)-2016 (as amended from time to time) shall be complied by the vendor.

II. RFCL'S SCOPE:

- i. Old unused building in plant shall be allotted free of cost subject to availability, which can be used as office-cum-store by the Contractor after refurbishing the same as per his requirement, at his own cost.
- ii. Temporary LT power supply Single/3 phase, 50 Hz, 415 Volt with TPN free of cost subject to availability.
- iii. To provide necessary work permits and isolations as and where required.
- iv. RFCL shall provide Water Supply at Single point near working areas subject to availability. However, Flexible Pipe Hose of required length & Connectors, Clamps etc. shall have to be arranged by

he Contractor at his own cost.

- v. Crane with man-cradle may be provided, upon request subject to feasibility and availability for executing jobs at height.
- vi. The various consumables/other materials (except enabling tools, tackles and Safety Provisions) required as per job requirement shall be provided by RFCL free of cost.

III. TIME SCHEDULE:

1. Mobilization with Men and Equipment shall be done within 10 (Ten) days of start date of work mentioned in LOA. However, if the necessity arises Contractor may have to mobilize at site within 3 days of instruction given by RFCL in writing.
2. Extension of time to the extent the work has been held up will be granted by the Engineer In-charge on a request to be made by the Contractor before the expiry of the initial mutually agreed time schedule. The extension of time allowed by the Engineer In-charge will be final and binding. No extension of time shall be given for delay, if the cause of delay is solely attributable to the Contractor.

5. Buyer Added Bid Specific SLA

Text Clause(s)

SLA

1. While generating invoice in GeM portal, the seller must upload copy of GST invoice and the screenshot of GeM portal confirming payment of GST.
2. Without prejudice to Buyer's right to place adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the contract of any part thereof by a written notice to the seller, if
 - a. The seller fails to comply with any material term of the contract.
 - b. The Seller becomes bankrupt or goes into liquidation.
 - c. The seller makes a general assignment for the benefit of creditors.
 - d. A receiver is appointed for any substantial property owned by the seller.
 - e. The seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase order on the seller.
3. The Service Provider must ensure that working days of a deployed Manpower has been 26 days in a month. Only National holiday will be admissible for engaged manpower's, No other leave/ holiday would be admissible.
4. The Service provider shall be responsible for paying wages to contract labor at rates not less than the minimum wages as notified by the Appropriate Government.
5. The Service Provider shall nominate a coordinator/ Single Point Contact (SPOC) who shall be responsible for regular interaction with the Buyer Department so that optimal services of the person deployed could be available without any disruption.
6. The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises.
7. All deployed manpower shall wear uniform and Identity Card provided by the service provider every day during working hours.
8. Contractor shall follow escalation of Minimum wages issued by Ministry of Labor and Employment Government of India.

6. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

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 [attaches 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 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 [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---