

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-05-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	30-05-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Andrew Yule Company Limited
कार्यालय का नाम/Office Name	Registered Office
कुल मात्रा/Total Quantity	300
वस्तु श्रेणी /Item Category	AYCL Annual Reports in English , English in case of change in page level increases or decreases by per 8 pages. , English in case of change in page level increases or decreases by per 4 pages. , AYCL Annual Reports in Hindi , Hindi in case of change in page level increases or decreases by per 8 pages. , Hindi in case of change in page level increases or decreases by per 4 pages.
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Compose, print, bind and delivery of Annual Reports
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Books (V2)</li> </ul>
बीओक्यू शीर्षक /BOQ Title	AYCL AR 2025
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	3 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 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

<b>बिड विवरण/Bid Details</b>	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / <b>Startup Relaxation for Years of Experience and Turnover</b>	No
विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover,Additional Doc 1 (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 में है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	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। / <b>Minimum number of bids required to disable automatic bid extension</b>	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	3
विगत प्रदर्शन / <b>Past Performance</b>	20 %
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	No
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/ <b>Primary product category</b>	AYCL Annual Reports in English
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
अनुमानित बिड मूल्य / <b>Estimated Bid Value</b>	87000
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>40</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

**ईएमडी विवरण/EMD Detail**

आवश्यकता/Required	No
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**ईपीबीजी विवरण /ePBG Detail**

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई खरीद वरीयता/MII Purchase Preference**

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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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	25

**ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details**

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

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
2. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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 Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
19-05-2026 12:00:00	Andrew Yule & Co Ltd Yule House 8, Dr. Rajendra Prasad Sarani Kolkata 700001

#### AYCL Annual Reports In English

#### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Subham Mazumder	700001,Andrew Yule & Company Limited, Yule House, 8, Dr. Rajendra Prasad Sarani, Kolkata - 700001	75	15

**English In Case Of Change In Page Level Increases Or Decreases By Per 8 Pages.**

**तकनीकी विशिष्टियाँ /Technical Specifications**

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1	Subham Mazumder	700001,Andrew Yule & Company Limited, Yule House, 8, Dr. Rajendra Prasad Sarani, Kolkata - 700001	75	15

**English In Case Of Change In Page Level Increases Or Decreases By Per 4 Pages.**

**तकनीकी विशिष्टियाँ /Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Subham Mazumder	700001,Andrew Yule & Company Limited, Yule House, 8, Dr. Rajendra Prasad Sarani, Kolkata - 700001	75	15

## AYCL Annual Reports In Hindi

### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Subham Mazumder	700001,Andrew Yule & Company Limited, Yule House, 8, Dr. Rajendra Prasad Sarani, Kolkata - 700001	25	15

## Hindi In Case Of Change In Page Level Increases Or Decreases By Per 8 Pages.

### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Subham Mazumder	700001,Andrew Yule & Company Limited, Yule House, 8, Dr. Rajendra Prasad Sarani, Kolkata - 700001	25	15

## Hindi In Case Of Change In Page Level Increases Or Decreases By Per 4 Pages.

### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Subham Mazumder	700001,Andrew Yule & Company Limited, Yule House, 8, Dr. Rajendra Prasad Sarani, Kolkata - 700001	25	15

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

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

ANDREW YULE & CO. LTD.  
Yule House  
8, Dr. Rajendra Prasad Sarani  
Kolkata 700001  
West Bengal  
.

3. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

6. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

7. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

8. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

9. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**ANDREW YULE & COMPANY LIMITED**  
**General Division**  
**Scope of Work / Technical Specification/Requirement**  
**Ref. Tender No.: AYCL/GD/PRNT\_AR/26-27/002**

**1. Scope of Work:** Printing & Supply of Annual Reports of Andrew Yule & Co. Ltd (AYCL) for the year 2025-2026.

**2. Specification & Quantity:**

Offers are invited from the bonafide Printers for printing & supply of AYCL's Annual Reports for the year 2025-2026. The Annual Reports will be in two languages viz. English and Hindi. The detail specifications, scope of work and required quantity are listed below:

Sl. No.	Description of Annual Reports	Qty
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1.	<p><b>AYCL Annual Reports in English</b></p> <p>Matter will be provided in both Hard Copy and Soft Copy (in MS Word &amp; Excel). The Successful Bidder will prepare the Print production file of Text and design of the Cover. The successful Bidder will provide proof (if required then 2<sup>nd</sup> &amp; 3<sup>rd</sup> proof may be done) and the same will be scrutinized and approved by the representative of the Company. After getting the approval the successful bidder should begin the final production of English Annual Reports and deliver it within the stipulated time period.</p> <p>Size of Booklets - 8.5" X 10.5"</p> <p>No. of Page - 208-224*</p> <p>Paper for Text - 60 GSM Maplitho</p> <p>Paper for Cover - 130 GSM Art Paper</p> <p>No. of color for Text - 1 Color ( Black)</p> <p>No. of color for Cover - Multi Color</p> <p>Type of Binding - Perfect Binding</p> <p><b>Scope of Work</b></p> <p>I Text composing and layout design for Text &amp; Cover</p> <p>I Dummy Book for Proofing</p> <p>I Proofing may continue to 2<sup>nd</sup> and 3<sup>rd</sup> phase as per correction incorporated</p> <p>I The successful bidder must provide sample of paper for text &amp; cover for approval.</p> <p>I After getting the approval from the concerned representative of the Company, the successful bidder can proceed for final production.</p>	75 Pcs.
2.	<p><b>AYCL Annual Reports in English</b> — *Rate for increase or decrease of per <b>8 pages</b> in pro rata basis beyond the above mentioned page range.</p>	75 Pcs.

3.	<p><b>AYCL Annual Reports in English</b> — *Rate for increase or decrease of per <b>4 pages</b> in pro rata basis beyond the above mentioned page range.</p>	75 Pcs.
4.	<p><b>AYCL Annual Reports in Hindi</b></p> <p>The successful Bidder will need to translate the matter (script) from the English Annual Reports and prepare the printable file. The Hindi proofing also needs to be scrutinized by the successful Bidder. If required then 2<sup>nd</sup> &amp; 3<sup>rd</sup> proof may be done. After final approval the successful bidder may begin the production of Hindi Annual Reports and deliver it within the stipulated time period.</p> <p>Size of Booklets - 8.5" X 10.5"</p> <p>No. of Page - 208 -224*</p> <p>Paper for Text - 60 GSM Maplitho</p> <p>Paper for Cover - 130 GSM Art Paper</p> <p>No. of color for Text - 1 Color ( Black)</p> <p>No. of color for Cover - Multi Color</p> <p>Type of Binding - Perfect Binding</p> <p><b>Scope of Work</b></p> <p>I Translation of matter from English to Hindi</p> <p>I Composing and layout design for text and cover</p> <p>I Proofing of Hindi manuscript needs to be done by successful Bidder and if required then 2<sup>nd</sup> and 3<sup>rd</sup> proofing may be done as per correction incorporated</p> <p>I The successful bidder must provide sample of paper for text &amp; cover for approval.</p> <p>I After getting the approval from the concerned representative of the Company, the successful bidder can proceed for final production.</p>	25 Pcs.

5.	<b>AYCL Annual Reports in Hindi</b> — *Rate for increase or decrease of per <b>8 pages</b> in pro rata basis beyond the above mentioned page range.	25 Pcs.
6.	<b>AYCL Annual Reports in Hindi</b> — *Rate for increase or decrease of per <b>4 pages</b> in pro rata basis beyond the above mentioned page range.	25 Pcs.

**3. The terms and conditions under which the order will have to be executed are as follows:**

- (i) **JOB COMPLETION:** The entire job must be completed within 10 days of receiving the final approval of the manuscript by the representative of the Company.
- (ii) **INSPECTION:** The quality of material will be inspected by our representative and their decision will be treated as final. In case of any rejection you have to rectify / replace the same at your cost.
- (iii) **L/D CLAUSE:** @ ½ % per week subject to a maximum of 5% of the order value.
- (iv) **VALIDITY OF OFFER:** The offer should remain valid for at least 90 days.
- (v) **RISK PURCHASE:** For delay in execution, we reserve the right to procure the same through some other agency(s) which shall be deemed fit and the additional cost if any (incidental / consequential) shall be recovered from you.
- (vi) **DEFECTS:** Any defect regarding the Size, Material and Make will be rejected and the same must be replaced with a fresh new one with no extra cost.
- (vii) **ARBITRATION:** All disputes relating to this order or relating to the price of the goods supplied there under or otherwise arising there from between the seller and buyer shall be subject to and referred to the court of competent jurisdiction situated within the limits of the city Kolkata neither the seller nor the buyer shall take or adopt any legal proceedings to enforce any claim against the order relating to this order or arising there from in any court other than the court of competent jurisdiction within the limits of the city of Kolkata.

- (viii) **SUBMISSION of BID:** The bid must be quoted within the Last date of submission as mentioned in the above column of the NIT. After the due date the bid will be not entertained.
- (ix) **ADDRESS of BIDDER:** Parties should have office in Kolkata.
- (x) **QUALITY of PAPER:** The successful Bidder must provide Sample of Papers for Text & Cover which will be approved by the Representatives of the Company.
- (xi) Preference will be given to the parties who have the experience of supplying the said materials.
- (xii) **PRICE:** Price quoted by the party should be inclusive of all Taxes, Duties (GST), Freight charges & Transit Insurance charges. Any other charges apart from these should be included in the price.
- (xiii) **PRICE VARIATION:** The rate should remain firm during pendency of the contract.
- (xiv) **PLACE OF DELIVERY:** Delivery within 10 days of receiving the final print ok order at "Yule House" 8, Dr. Rajendra Prasad Sarani, Kolkata 700001.
- (xv) **LIQUIDATED DAMAGE:** In the event of failure on the part of the contractor to complete entire work against the order to our full satisfaction within the specified period of completion, we may recover from the contractor as liquidated damages, a sum equivalent to ½% of material value for each week or any part thereof default, where the delivery thereof will be accepted after expiry of the date stipulated for this purpose, but limited to a maximum of 10% of material value.
- (xvi) **FORCE MAJEURE:** Any delay or failure in the performance of either party hereto will not constitute default there under or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by the occurrence such as acts of god or the public enemy, appropriation or confiscation of facilities by Govt. Authorities, acts of war, rebellion or sabotage, fires, explosions, riots and illegal strike.
- (xvii) **RISK PURCHASE:** In case the contractor fails to execute the contract fully or partly, the purchaser shall have the right to execute the work through other agencies, as decided by the purchaser at the contractor's cost and risk after giving two weeks' notice in writing.
- (xviii) **PAYMENT TERMS:** AYCL preferred 60 days from date of submission of bill after successful completion of Job duly certified by our representative. Payment will be made on actual basis.
- (xix) **QUANTITY VARIATION:** The quantity as indicated may vary to any extent for which the rates should remain firm.
- (xx) Decision for awarding contract/ job is vested with the Management so as to reject split/fragment.

## 11. Buyer Added Bid Specific ATC

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

### अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

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

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

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

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

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

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

**---धन्यवाद/Thank You---**