

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	10-03-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	10-03-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Chemicals And Fertilizers
विभाग का नाम / Department Name	Department Of Fertilizers
संगठन का नाम / Organisation Name	Rashtriya Chemicals And Fertilizers Limited (rcf)
कार्यालय का नाम / Office Name	Rcf Tr Hod Mes
वस्तु श्रेणी / Item Category	Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Manufacturing Unit; GRPA (Amm I and Suphala) Grand total price including all taxes & duties as per SOW and quantum of job for- Biennial Rate Contract for Hydrotesting an.. , Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Manufacturing Unit; GRPB AmmoniaV Hydrotesting of Pressure vessel Grand total price including all taxes & duties as per SOW for- Biennial Rate Contract for Hydrotesting.. , Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Manufacturing Unit; GRPC AmmoniaV Hydrotesting and repair of Heat Exchanger Grand total price incl all tax & duty as per SOW for Biennial Rate Contract for Hydrotesting..
अनुबंध अवधि / Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), 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?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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	4 Days
मूल्यांकन पद्धति/Evaluation Method	Item 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	ICICI
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	150000
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	75000
Schedule 3 ईएमडी राशि/EMD Amount (In INR)	75000

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). 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 :

General. Manager (F) office

RCF TR HOD MES, Department of Fertilizers, Rashtriya Chemicals and Fertilizers Limited (RCF), Ministry of Chemicals and Fertilizers

(Rashtriya Chemicals And Fertilizers Ltd.)

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. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within  $L-1+ 15\%$  of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. 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.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

PRICE BREAK UP \_SCHEDULE WISE\_2526\_314 - [1771332956.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Buyer to mention scope of work:[1771331702.pdf](#)

Terms and Conditions/ Deductions etc to be mentioned by Buyer as per their requirement:[1771331707.pdf](#)

Any other details to be mentioned by buyer for repair work:[1771331811.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
25-02-2026 11:00:00	Administrative Building, MES Dept, Room no. 25, Chembur, Mumbai 400 074, Maharashtra, INDIA

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	Repair, Maintenance, And Installation Of Plant/ Systems/equipments (version 2) - Manufacturing Unit; Grpa (amm I And Suphala) Grand Total Price Including All Taxes & Duties As Per Sow And Quantum Of Job For- Biennial Rate Contract For Hydrotesting An..	Project based requirement (quantity to be kept as 1) : 1
Schedule 2	Repair, Maintenance, And Installation Of Plant/ Systems/equipments (version 2) - Manufacturing Unit; Grpb Ammoniav Hydrotesting Of Pressure Vessel Grand Total Price Including All Taxes & Duties As Per Sow For- Biennial Rate Contract For Hydrotesting..	Project based requirement (quantity to be kept as 1) : 1
Schedule 3	Repair, Maintenance, And Installation Of Plant/ Systems/equipments (version 2) - Manufacturing Unit; Grpc Ammoniav Hydrotesting And Repair Of Heat Exchanger Grand Total Price Incl All Tax & Duty As Per Sow For Biennial Rate Contract For Hydrotesting..	Project based requirement (quantity to be kept as 1) : 1

**Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Manufacturing Unit; GRPA (Amm I And Suphala) Grand Total Price Including All Taxes**

## & Duties As Per SOW And Quantum Of Job For- Biennial Rate Contract For Hydrotesting An.. ( 1 )

### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premise	Manufacturing Unit
Type of Item/Product/System to be repaired or Installed	GRPA (Amm I and Suphala) Grand total price including all taxes & duties as per SOW and quantum of job for- Biennial Rate Contract for Hydrotesting and Repair of Heat Exchangers and Pressure Vessels at AMM-I, Suphala, and AMM-V Units, RCF Trombay
Consumables to be provided by	AS PER SOW AND NIT
Spare parts to be provided by	AS PER SOW AND NIT
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Estimated number of visits as per last year records	0

### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

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

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Project based requirement (quantity to be kept as 1)	अतिरिक्त आवश्यकता /Additional Requirement
1	Sujith Menon M	400074,RCF Ltd. , Mahul road chembur	1	<ul style="list-style-type: none"> <li>Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0</li> </ul>

**Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Manufacturing Unit; GRPB AmmoniaV Hydrotesting Of Pressure Vessel Grand Total Price Including All Taxes & Duties As Per SOW For- Biennial Rate Contract For Hydrotesting.. ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premise	Manufacturing Unit
Type of Item/Product/System to be repaired or Installed	GRPB AmmoniaV Hydrotesting of Pressure vessel Grand total price including all taxes & duties as per SOW for- Biennial Rate Contract for Hydrotesting and Repair of Heat Exchangers and Pressure Vessels at AMM-I, Suphala, and AMM-V Units, RCF Trombay
Consumables to be provided by	AS PER SOW AND NIT
Spare parts to be provided by	AS PER SOW AND NIT
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Estimated number of visits as per last year records	0

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Project based requirement (quantity to be kept as 1)	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Project based requirement (quantity to be kept as 1)	अतिरिक्त आवश्यकता /Additional Requirement
1	Prafulla Balkrishna Gurav	400074,RCF Ltd. , Mahul road chembur	1	<ul style="list-style-type: none"> <li>Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0</li> </ul>

**Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Manufacturing Unit; GRPC AmmoniaV Hydrotesting And Repair Of Heat Exchanger Grand Total Price Incl All Tax & Duty As Per SOW For Biennial Rate Contract For Hydrotesting.. ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premise	Manufacturing Unit
Type of Item/Product/System to be repaired or Installed	GRPC AmmoniaV Hydrotesting and repair of Heat Exchanger Grand total price incl all tax & duty as per SOW for Biennial Rate Contract for Hydrotesting and Repair of Heat Exchangers and Pressure Vessels at AMM-I, Suphala, and AMM-V Units, RCF Trombay
Consumables to be provided by	AS PER SOW AND NIT
Spare parts to be provided by	AS PER SOW AND NIT
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Estimated number of visits as per last year records	0

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

परिषी/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परिषी/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Project based requirement (quantity to be kept as 1)	अतिरिक्त आवश्यकता /Additional Requirement
1	Prafulla Balkrishna Gurav	400074,RCF Ltd. , Mahul road chembur	1	<ul style="list-style-type: none"> <li>Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0</li> </ul>

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

1. **Buyer Added Bid Specific ATC**

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

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

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

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Following shall be applicable terms and conditions of this contract. All other terms and conditions shall be as per NIT:**

**Splitting of Contract Among Vendors:**

The total scope of work under this tender is segregated into the following three distinct groups for administrative and financial evaluation purposes:

- **GROUP A (Ammonia I and Suphala)**
- **GROUP B - Ammonia V (Hydrotesting of Pressure Vessel)**
- **GROUP C: Amm-V ( Hydrotesting and repair of Heat Exchangers)**

Bidders are permitted to submit offers for any one, any combination of two, or all three groups. However, the evaluation and award of contract shall be carried out on a group-wise lowest basis. Accordingly: The lowest evaluated bidder for each individual group shall be considered for award of the work order pertaining to that group. As a result, the work may be awarded to: A single Vendor, or Two Vendors, or Three separate Vendors, depending upon the outcome of the group-wise financial evaluation and identification of the lowest quoted rates for Group A, Group B, and Group C respectively. This arrangement shall be binding on all participating bidders and is intended to ensure fair competition and cost-effectiveness in the award process.



**Note-** In the event that a single Vendor is awarded the contract for more than one group (i.e., any combination of Group A, Group B, and Group C), the Vendor shall be solely responsible for ensuring the **availability of adequate and skilled manpower, tools, and other necessary resources** to execute the work **simultaneously** at multiple plant locations as applicable.

The Vendor must ensure that work under one group does not affect the progress or quality of work under other groups. **Sufficient planning and resource deployment** should be in place to handle all awarded jobs smoothly and within the stipulated timelines. Any shortfall in resource availability or delays in execution across groups may lead to necessary action as per the contract terms.

**Important Notes: Bidders may kindly note that schedule 1-is created for quoting rates for execution of jobs of Group-A (Ammonia I and Suphala) by interested bidders and submission of price break up of respective group.**

**Similarly, kindly note that schedule 2-is created for quoting rates for execution of jobs of Group-B - Ammonia V (Hydrotesting of Pressure Vessel) by interested bidders and submission of price break up of respective group.**

**And, schedule 3-is created for quoting rates for execution of jobs of Group-C Amm-V ( Hydrotesting and repair of Heat Exchangers) by interested bidder and submission of price break up of respective group.**

Bidders desirous of participating in all three schedules /combination of schedules shall be required to satisfy pre-qualification criteria / submit pre-qualification documents applicable as per NIT for all respective schedules/combination of schedules based on bidders' participation.

**EMD amount is to be deposited by the bidder as per EMD amount shown in the NIT for schedules participated.**

**HSE REQUIREMENT: As per NIT shall be applicable.**

#### **COMMERCIAL TERMS & CONDITIONS:**

##### **LIQUIDATED DAMAGE (LD)**

**In case of delay in completion of job beyond the stipulated period LD shall be levied @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.**

##### **Security Deposit SD/PBG:**

On acceptance of the Tender by RCF, for due and faithful fulfillment of the contract, the Successful Tenderer shall furnish to RCF, Security Deposit for an amount of 5% of basic contract value either in the form of bank guarantee as per RCF's format or thro

ough RTGS/NEFT towards faithful performance of the contract within 21 days of receipt of work order/LOI. **Bank guarantee shall be valid for the period of 24 months (24 Months WO validity) + 60 days from date of placement of Work Order.**

**OR**

**Otherwise, being annual rate contract, Security deposit shall be permitted to be deducted through monthly running bills. On submission of security deposit/Bank Guarantee, the EMD of the contractor shall be returned.**

**Note-**

BG shall be submitted in RCF format **ONLY** to RCF Ltd. at below mentioned address: no other form like ePBG will be acceptable.

General. Manager (F) office, Payment and Concurrence Dept. Room no 02, 2nd floor Administration Building Trombay Unit, Department of Fertilizers, Rashtriya Chemicals and Fertilizers Limited (RCF), Ministry of Chemicals and Fertilizers Name of Beneficiary : Rashtriya Chemicals & Fertilizers limited .Mumbai. BANK DETAILS FOR ePBG Details of RCF's bank details along with IFSC code Name of Beneficiary : Rashtriya Chemicals & Fertilizers limited .Mumbai. Name of Bank : State Bank Of India, Commercial Branch, Fort, Mumbai—400 023 Bank Account : 30038480740 Branch Code : 06070 IFSC : SBIN0006070.

**PAYMENT TERMS**

After successful completion of job, 100% payment shall be released on the 30th day from the date of submission of invoice to Contract Cell dept. along with all necessary documents.

In case of any discrepancy in the invoice, vendor has to resubmit the corrected invoice to Contract Cell Dept and 100% payment shall be released on 30th day from the date of resubmission of corrected invoice to Contract Cell Dept.

**PENALTY TO VENDOR FOR LATE SUBMISSION OF BILLS**

The bill must be submitted complete in all respects i.e. supporting documents within 30 days from the date of completion of job. In case of delay in submission of bills (complete in all respects) beyond 30 days, vendor shall have to pay penalty at the rate of Rs. 100 per week or part thereof subject to maximum of 5% of invoice value shall be applicable.

**Penalty for late payment of Statutory Dues (i.e ESI, PF....etc) as per ANNEXURE: Statutory / Mandatory Clauses.**

**a) STATUTORY VARIATION CLAUSE :**

Within contract period is in RCF scope and beyond contract period in vendor's scope.

- b) Tax Compliance Clauses Related to GST as per Annexure-V of NIT.**
- c) Disciplinary Clauses as per Annexure-VI of NIT.**
- d) Penalty for late payment of Statutory Dues (i.e ESI, PF....etc) as per ANNEXURE: Statutory / Mandatory Clauses & other labour law compliance as per (Annexure- VI-Part B & C) of NIT.**

## **अस्वीकरण/Disclaimer**

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

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

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

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

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

**---धन्यवाद/Thank You---**