

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-09-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-10-2026 14:00:00
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	Trombay Unit
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :vpjoshi@rcfltd.com Buyer Email id: sanket.chaure@rcfltd.com
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Bearing Induction Heater (Q3)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *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 मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 10 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/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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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
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

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.

S.No.	Name
1	RXIL
2	M1XCHANGE
3	INVOICEMART
4	KredX

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

Bearing Induction Heater (1 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Additional Features	Control panel	Control panel and LED display integrated in remote control
Technical Specifications	Frequency	50.0 (Hertz)
	Number of standard yokes	4, 5 Or higher

Additional Specification Parameters - Bearing Induction Heater (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
PORTABLE INDUCTION HEATER FOR BEARING AS PER FOLLOWING SPECIFICATIONS-1:	1. TYPE: FLAT,SINGLE YOKE 2. HOUSING MATERIAL: STEEL AND GLASS FILLED POLYAMIDE 3. BEARING BORE DIAMETER RANGE: 30 MM (1.18 INCH) - 320 MM (12.6 INCH) 4. MAX. BEARING WIDTH: 85 MM (3.35 INCH) 5. MAXIMUM TEMPERATURE: 200°C (APPROX.) 6. WORK PIECE MAXIMUM WEIGHT: 8 KG (17.64 LB) 7. VOLTAGE: 230V/50HZ
PORTABLE INDUCTION HEATER FOR BEARING AS PER FOLLOWING SPECIFICATIONS-2:	8. TEMPERATURE CONTROL RANGE: 20°C TO 200 °C 9. TEMPERATURE PROBE : MAGNETIC, K-TYPE 10. THERMOMETER MODE: REQUIRED 11. DEMAGNETIZATION (AUTOMATIC): REQUIRED 12. SEALED BEARINGS HEATING: REQUIRED 13. PRE-GREASED HEATING: REQUIRED 14. ERROR REPORTS DISPLAY: REQUIRED 15. THERMAL OVERLOAD PROTECTION: REQUIRED 16. CONTROL PANEL AND LED DISPLAY INTEGRATED IN REMOTE CONTROL: REQUIRED
ACCESSORIES REQUIRED:	1) STURDY CARRY BAG: 1 NO. 2) MAGNETIC K-TYPE 400 MM TEMPERATURE PROBE: 1NO. 3) TEMPERATURE-RESISTANT GLOVES
NOTES:	1) VENDOR TO SUBMIT CATALOG, OPERATION & MAINTENACE MANUAL ALONG WITH THE SUPPLY. 2) • Supplier shall provide Warranty against supplied material for a period of 12 months from the date of supply, whichever is earlier. Warranty certificate shall be submitted along with the supply.

* Bidders offering must also comply with the additional specification parameters mentioned above.

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	BANDAVATH KISHAN	400074,CHIEF MANAGER STORES MAHUL ROAD RCF GATE NO 2 CHEMBUR MUMBAI	1	30

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Technical Catalogue View	Technical Catalogue	Bearing Induction Heater(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

1. 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 %.

2. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. Generic

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

4. 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.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

[NOTE: TERMS AND CONDITIONS MENTIONED IN THE ATC SHALL SUPERCEDE THE RESPECTIVE TERMS AND CONDITIONS OF GEM GTC]

BIDDER SHALL SIGN AND STAMP THE TECHNICAL CATALOGUE (BUYERS SPECIFICATION DOCUMENT) & SUBMIT THE SAME ALONG WITH THEIR OFFER AS ACCEPTANCE OF ALL THE TECHNICAL SPECIFICATIONS AS PER RCF REQUIREMENT. ALL THE TECHNICAL SPECIFICATIONS SHALL BE STRICTLY AS PER ATTACHED TECHNICAL CATALOGUE & BIDDERS ARE ADVISED TO QUOTE ACCORDINGLY.

PR NO. 10089504

In case of any queries regarding to this tender please contact

Mr. Sanket Chaure (Tel: +91 022 2552 2633), e-mail: sanket.chaure@rcfltd.com

OR

Mr. Vighnesh Gadekar (Tel: +91 022 2552 2744), e-mail: vdgadekar@rcfltd.com

IMPORTANT INSTRUCTIONS FOR BIDDERS:

1. Bidders shall ensure that all documents related to pre-qualification (technical and commercial) and documents mentioned in the check list below are submitted along with the original bids. M/s. RCFL may not do any further correspondence to seek clarifications / shortfall documents.
2. RCF shall not share the techno-commercial bids of any bidders participating in any of its tenders with the other participating bidders.
3. Bidder shall ensure that the quoted price is inclusive of GST, packing forwarding, and freight charges on FOR RCF site delivery basis. Bidder shall be solely responsible for the price/s quoted by him and no communication in this regard shall be entertained after bid opening.
4. Submission of offer against this Enquiry will essentially mean acceptance of terms & conditions mentioned in the enquiry in TOTO, including all the attached Annexures of Buyer Added Bid Specific ATC document. Any deviation shall lead to outright rejection of the offer.

5. Check list for Document submission:

S.N	List of Documents	Document Type	Applicable / Not applicable	Documents to be attached at following packets
1	Please submit duly filled, signed and stamped copy of FORMAT - I - Vendor Updation Form	Desirable	Applicable	Additional Doc 1

2	Please submit duly filled, signed and stamped copy of FORMAT - II - Declaration of Local Content as per Make in India policy by Govt. Of India	Mandatory	Not Applicable	Not Applicable
3	Please submit duly filled, signed and stamped copy of technical specifications (RCF Technical Catalogue) attached in the buyer specification document in support of acceptance of all the technical specifications.	Mandatory	Applicable	Additional Doc 1
4	Please submit relevant documents against Technical Pre-qualification Criteria	Mandatory	Not Applicable	Not Applicable
5	Please submit relevant documents against Commercial Pre-qualification Criteria	Mandatory	Not Applicable	Not Applicable
6	Please submit duly filled, signed and stamped copy of 'Integrity Pact' attached in the ATC Buyer or organization specific Integrity pact.	Mandatory	Not Applicable	Not Applicable
7	Please submit EMD submission acknowledgment receipt or valid document for EMD exemption as per GEM GTC	Mandatory	Not Applicable	Not Applicable
8	Please submit MSE Udyam registration certificate as per ANNEX - IV - Benefits to Micro and Small Enterprises if bidder is manufacturer of the offered product.	Mandatory if MSE reserved item	Not Applicable	Not Applicable
9	Please submit duly filled, signed and stamped copy of FORMAT - V - Declaration of Status of Debarment Listing/Blacklisting/Holiday Listing	Mandatory	Applicable	Additional Doc 2

10	Please submit duly filled, signed and stamped copy of FORMAT - VI - Undertaking about Common Directors/Partners/ Interest in Other Associated Units/ Companies	Mandatory	Applicable	Additional Doc 2
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6. **Delivery period:** Delivery period shall be **30 Days** from the date of placement of the Purchase Order (PO).

7. **Delivery Instructions:** Kindly deliver the material to RCF Stores Dept. through material Gate No-2, Trombay Unit, RCF Limited, Mahul Road, Mumbai- 400 074.

8. **Bidder shall confirm HSN Code and GST Rate for quoted item.**

Note: Bidder shall ensure that the quoted price is inclusive of GST.

9. Unloading of material at consignee location shall be in supplier's scope – Mandatory

10. **Payment Terms:** 100% payment will be made within 10 days of CRAC as per GEM.

11. **TReDS payment platform for MSME's:**

"In respect of procurement of goods or services from the Micro, Small and Medium Enterprises, Gazette ref CG-DL-E-02072026-273996, dated 30th June 2026, mandates all operating CPSEs to route the settlement of invoices through any TReDS platform authorized by the Reserve Bank of India. However, the routing of invoices by CPSEs through the TReDS platform shall not be construed as mandating discounting of such invoices, and the Micro, Small and Medium enterprise supplier shall have the option to avail or not avail the financing or discounting of its receivables on the platform.

In case the Micro, Small and Medium enterprise supplier (under the MSMED Act, 2006 and holding a valid Udyam Registration Certificate) opts for discounting of the Invoice through any one of the RBI registered platforms then the payment will be released on such platform as decided by the Supplier.

In case the Micro, Small and Medium enterprise supplier does not opt for discounting of the Invoice through any one of the RBI registered platforms then the payment will be settled through any one of the TReDS Platform registered with RBI as decided by RCF.

The responsibility for payment of all charges/fees payable to the TReDS platform, financier, or factor w.r.t discounting of bills shall be governed as per the arrangement between the vendor and the concerned platform / financing institution."

12. For Start-up bidders:

No additional 10% quantity is possible to award against the subject procurement. Hence no relaxation shall be given to eligible start-up.

- 13. Defect Liability Clause (Warranty):** Supplier shall provide Warranty against supplied material for a period of 12 months from the date of supply, whichever is earlier. Warranty certificate shall be submitted along with the supply.

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14. Disputes and Arbitration Clause

A) Clause of arbitration in case of Domestic vendor

In case of any dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the arbitration. Both the parties shall appoint the sole arbitrator with mutual agreement in line with the Arbitration and Conciliation Act, 1996. The provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time shall apply to the proceedings conducted under the arbitration. In case the party (parties) fail to appoint the sole arbitrator within 30 days from the date of request, the requesting party may approach the Court of Competent jurisdiction to appoint an Arbitrator.

The decision of such arbitrator shall be final and binding on the parties. The venue of Arbitration shall be at Mumbai. The language of the Arbitration shall be English.

B) Clause of arbitration in case of foreign vendor

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore. The Tribunal shall consist of Sole arbitrator. The language of the arbitration shall be English.

C) Clause of arbitration in case of PSU/Govt vendor

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments

ts/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either

Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22-05-2018".

15. Original Documents to be submitted along with supply of material.

- a) Tax Invoice
- b) Delivery Challan
- c) Material Test Certificate
- d) Any other relevant document as mentioned in Technical specifications/ATC.

16. "As per notification ref D.O. No. DPE-7(4)/2007-Fin dt. 20.01.2020 all MSEs have to mandatorily onboard on TReDS platform. Therefore, if you are not onboarded yet, please onboard on TReDS by availing services of any of the following service providers:

a. Receivables Exchange of India (RXIL)

Link for registration - <https://signup.treds.in/preRegistration>

Contact Person: Mr.Shreyas Sakhalkar

Mail - shreyas.sakhalkar@rxil.in

Phone - +91 8291553987

b. Invoice Mart (A.TReDS)

Link for registration - <https://onboarding.invoicemart.com/>

Contact Person:

· Ms. Gauri Mahamulkar

Mail - Gauri.Mahamulkar@invoicemart.com

Phone - +91 8369204066

· Mr. Kishor Prasad

Mail - kishor.prasad@invoicemart.com

Phone - +91 9167759492

c. Mynd Online National Exchange (M1xchange)

Link for registration - https://online.m1xchange.com/registration/#/basic_details

Contact Person:

· Ms. Ankit Kumar Singh

Mail - ankit.singh@m1xchange.com.

Phone - +91 9800250394

· Mr. Jhalak Bajaj

Mail - jhalak.bajaj@m1xchange.com

Phone - +91 9971546446

d. KREDX Platform Prvt Ltd (DTX)

Link for registration - <https://www.dtxindia.in/>

Contact Person:

· Ms. Vineet Pandey

Mail - vineet.p@kredx.com

Phone - +91 9967444114

Mr. Prathamesh Varose

Mail - prathamesh.varose@kredx.com

Phone - +91 8600273564

17. Adoption of ZED and LEAN certification schemes by MSME vendors WITH reference to the DPE's letter vide F. No. DPE/7/4/2007-Fin.(Pt.III) (FTS-13990) dated 10.03.2025

- MSME Sustainable (ZED) Certification Scheme: This scheme encourages MSMEs to improve their processes and systems to enhance quality and move towards sustainability through minimizing environmental impact.

- MSME Competitive (Lean) Scheme: This scheme aims to enhance MSMEs' productivity, efficiency, and competitiveness by reducing wastages in processes, inventory management, space management, energy consumption, etc.

- Importance of ZED and LEAN Certification: The Ministry of Micro, Small & Medium Enterprises, Government of India, aims to promote the adoption of ZED and LEAN certification schemes among MSMEs to enhance their competitiveness, productivity, and sustainability.

For more information on the ZED and LEAN Certification Schemes, please visit:

ZED: <https://zed.msme.gov.in/>

Lean: <https://lean.msme.gov.in/>

18. For New Vendor Registration:

In order to register the bidder as vendor in RCF ERP System and release of PO & Payment, bidder needs to submit the duly filled, signed and stamped copy of Vendor Form along with GST No, Bank Details, MSE Udyam Certificate.

In case of non-submission of above said documents, RCF shall register the bidder as vendor based on the details available on GeM Portal.

Bidder is solely responsible for the accuracy and completeness of information submitted and available on GeM Portal.

19. Liquidated Damages (LD) shall be applicable as per GeM ATC.

Note: Both Seller and Purchaser agree that the above percentages of LD are genuine pre-estimates of the loss/damage which the Purchaser would have suffered on account of delay/breach on the part of the Seller and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/delay.

20. Goods Receipt and Inspection Report:

In case the supplier does not lift the rejected goods within the stipulated time, a ground rent (at 0.2% per day of the value of goods as per contract). If the supplier does not respond within a reasonable time (three months), the procuring entity may treat the material as scrap and dispose it off as deemed fit, under intimation to the supplier, to recover its dues

21. Grievances during Tendering Process:

Any supplier, contractor, or consultant who claims to have suffered or is likely to suffer loss or injury due to a decision, action, or omission by RCF, may submit a review application to the following e-Mail ID:

GC-TROM-PUR@rcfltd.com

The review application against subject tender can only be submitted by bidder who have applied against tender.

22. VIMS (Vendor Invoice Management System):

A Vendor Invoice Management (VIM) system is secure online platform, designed to streamline the process of managing invoices from vendors. It ensures efficient invoice capture, approval, and payment processing within an organization. The system integrates with enterprise resource planning (ERP) platforms like SAP to centralize financial data and Government e Market place (GeM Portal). Invoices from vendors are uploaded with respect to purchase orders and goods receipts and services ordered and consumed. It also provides transparency, allowing for better tracking, auditing, and reporting.

Successful bidder is advised to upload complete set of Payment related documents as mentioned in GeM Bid at VIMS portal of RCF (<https://vims.rcfltd.com/>).

Bidders may refer Annexure – IV of Buyer ATC Document for Help Manual for VI MS

6. 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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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 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---