बिड संख्या/Bid Number: GEM/2026/B/8181815

दिनांक /Dated: 21-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-11-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-11-2026 10:00:00
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	Thal
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :gnwarudkar@rcfltd.com Buyer Email id: hemant.rao@rcfltd.com
कुल मात्रा/Total Quantity	1000
वस्तु श्रेणी /Item Category	Hydrochloric Acid (V3) Conforming to IS 265 (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	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
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 **20** 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

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).	14

(a).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 :

CHIEF MANAGER FINANCE
Thal, Department of Fertilizers, Rashtriya Chemicals and Fertilizers Limited (RCF), Ministry of Chemicals and Fertilizers
(Cm Finance)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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	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. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local

content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **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 25% (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.

Hydrochloric Acid (V3) Conforming To IS 265 (1000 container(s))

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी 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)
Generic	**Grades**	Technical grade (Tech)
	Appearance	Colourless liquid
Packing and Marking	Packing	As per clause 5.1 of IS 265
	Packing Material	Rubber-lined MS road tankers
	Net weight of the product	1 MT (for bulk supply)

Additional Specification Parameters - Hydrochloric Acid (V3) Conforming To IS 265 (1000 container(s))

Specification Parameter Name	Bid Requirement (Allowed Values)
NOTE: KINDLY REFER TECHNICAL PARAMETER AS PER GIVEN BELOW SPECIFICATIONS.CATALOGUE SPECS IS FOR INDICATIVE ONLY	"Chemical Name Hydrochloric acid Purity 30 % +/- 1% ""BW Grade"" Technical grade (Tech) As per clause 5.1 of IS 265

* 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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Rahul Vitthalrao Jadhav	402208,STORES, RCF Ltd Thal, Alibag, District Raigad	1000	365

Special terms and conditions-Version:1 effective from 10-06-2025 for category Hydrochloric Acid (V3) Conforming to IS 265

1. The 1 MT packing Size has been provided for bulk procurement through bid only. Actual container size in MT may be mentioned by buyer in BID document.

   The material produced only by synthesis of pure chlorine and hydrogen shall be suitable for food grade. By-product acid from other chlor-organic processes is allowed only if it meets the total organic carbon limit in Table 1 of IS 265.

   The product may also carry an ISI Mark/Standard Mark as per the BIS standard governing this category. As such Buyers may also opt for ISI marked product while creating BID. In such cases buyer shall verify valid BIS License for the same at the time of evaluation of BID and check ISI marking at the time of receipt of material before issuing CRAC.

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

1. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

Tender AU-91134 for supply of HCL (1000 MT)

Pre –Qualification criteria-

a. For Manufacturer only: Bidder shall submit self- attested PO copies and invoice copies as evidence of manufacture and supply of of Hydrochloric acid, manufactured and supplied durin g any one of the last 3 years.

b. For Non-Manufacturers: Bidder shall submit self- attested PO copies and invoice copies as evidence o f manufacture and supply of of Hydrochloric acid, manufactured and supplied dur ing any one of the last 7 years.

c. Relaxation in Experience criteria for eligible MSEs/ STARTUPS

1. For MSEs- Relaxation of 25% in prior experience shall be provided to the qualifying MSEs**.**

2. For Start-ups – No Prequalification criteria except for criteria defined by Governme nt of India for definition as Start Up like certificate from DIPP, Maximum years from incorporation and turnover criteria. Vendor shall be start up for item under procure ment and maximum 10% additional qty. to be awarded to them. For detail kindly r efer **annexure-V** of buyer added ATC.

B. FINANCIAL CRITERIA:

i. CA certified Turnover during last three financial years **2023-24, 2024-25, 2025-2 6** (Required **minimum Avg**. **turnover of Rs. 16.00 lakh)**. The Turnover should be iss ued by practicing CA with Membership Number, seal and signed with UDIN

In case the date of constitution / incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitutio n shall be taken into account. In this case, the financial turnover during last financial yea r / the average financial turnover during preceding two financial years should be at least **Rs. 16.00 lakh.**

ii. Relaxation in Experience criteria for eligible MSEs/ STARTUPS

1. For MSEs- Relaxation of 25% in Annual financial turnover shall be provided to the q ualifying MSEs.
2. For Start-ups – No Prequalification criteria except for criteria defined by Governme nt of India for definition as Start Up like certificate from DIPP, Maximum years from incorporation and turnover criteria. Vendor shall be start up for item under procure ment and maximum 10% additional qty. to be awarded to them. For detail kindly r efer annexure-V of buyer added ATC.

C. MAKE IN INDIA CLAUSE: As per revision dt 19.07.2024 of 'Public Procurement policy 2017', Non-local suppliers cannot participate in tenders having estimates less than Rs. 200 crores. Of fers of **Class-I and Class-II Local suppliers** as per Make in India policy can only be consider ed for evaluation and award of contract.

D. Integrity Pact duly signed with date and stamped on each page. Upload in relevant packet of t his tender.

Signing the Integrity Pact is a prerequisite for prequalification. Integrity Pact and NIT condition s will form part of the contract.

Security Deposit:

The supplier receiving the LoA is required to furnish the required performance security, in the prescribed fo rm by the specified date; failing this necessary action including forfeiture of EMD will be taken against the supplier. Supplier shall submit the security deposit for 05% of the order value (basic contract value withou t taxes) within 15 days of the P.O. date in the form of DD or bank guarantee as per R.C.F. format from R.C. F. approved banker valid for a period of delivery period plus 60 days for claim period. Or Performance secu rity may be furnished in the form of Insurance Surety Bond, account payee demand draft, fixed deposit rec eipt from a commercial bank, bank guarantee issued/confirmed from any of the commercial bank in India, or online payment in an acceptable form. If the supplier / contractor fails to submit the performance securi ty as indicated above, Performance Security will be deducted from running billsThe performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the c ontractor. It shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 90(ninety) days of completion of all such obligations including th e warranty under the contract.

Bank guarantee to be addressed and submitted to: Chief Manager Finance, RCF Thal Unit, Alibag, Raigad 4 02208.

Technical bid Conditions:

Item Number	Item Code	Item Description	Item Quantity	Unit of Measure
1	300151034	"Chemical Name Hydrochloric acid Purity 30 % +/- 1% ""BW Grade""	1000	MT
Signature & Stamp				

1.	Technical Conditions: Certificate of Analysis from NABL-accredited laboratory / manufacturer in-house lab / OEM, along with MSDS, shall be submitted with each supply.
2	31 % Hydrochloric acid shall be supplied in bulk chemical tanker. Delivery will be on staggered basis as per RCF requirement. At a single time minimum 25-30 MT of HCL will be required.
3	Material received at RCF Thal shall be inspected by RCF Thal. RCF representative will draw sample and analysis will be carried out at RCF's laboratory. The results obtained at RCF's laboratory will be final and binding. The consignment shall be rejected if does not meet the PO specification.
4	Party shall provide test certificate along with each supply from NABL lab.
5	Supplied chemicals shall be used in following mentioned concentration. Allowed chemical consumption "Chemical Name Hydrochloric acid Purity 30 % +/- 1% ""BW Grade""
6	If any deviation is found in technical specifications as per the attached format, material will be liable for rejection.
7	**Tolerance +/-25%, Shelf life: Minimum of 1 year, Contract period :1 year from date of PO placed**

	Party shall deliver the material within seven days from the date of intimation mail fr om RCF concern officer.
8	**Testing of material shall be done as per IS Conforming to IS 265.Testing will be don e by RCF NABL laboratory and report shall be binding on supplier. No further challen ges against report has been accepted.**
	Payment will be done on 10 th day from the date of CRAC , subject to acceptance of the material.
	Terms and Conditions:
	· Certificate of Analysis (CoA) from NABL-accredited laboratory / manufa cturer's in-house laboratory / OEM and MSDS shall be supplied along wi th each supply.
	· Material received at RCF Thal shall be inspected by RCF Thal. RCF repr esentative will draw samples and analysis will be carried out at RCF's la boratory. The results obtained at RCF's laboratory will be final and bind ing. The consignment shall be rejected if it does not meet the PO specif ication.
	· The supplied Hydrochloric Acid shall conform to the specified concentr ation and quality requirements.
	· 31% Hydrochloric Acid shall be supplied in **bulk chemical tanker** suit able for transportation of Hydrochloric Acid.
	Tolerance:
	Overall quantity tolerance **+/- 25%**
	Delivery Period and PO Validity:
	· Delivery will be on a **staggered basis, as per RCF requirement**.
9	· At a single time, approximately **20–30 MT of Hydrochloric Acid** may be required.
	· Delivery shall be made within **07 days from the date of communic ation/intimation by RCF**.
	· 31% Hydrochloric Acid shall be supplied in **bulk chemical tanker** suit able for transportation and unloading of Hydrochloric Acid.
	· Delivery shall be at **RCF Thal site only**.
	· PO shall be valid for **12 months from the date of PO placement** .
	· The supplied 31% Hydrochloric Acid shall have a **minimum shelf life of 12 months** from the date of supply.
	Rejection / Acceptance Criteria:
	· If the material conforms to the specified requirements, including **mini mum 31% HCl concentration**, the material shall be accepted after te sting at RCF laboratory.

·	The Hydrochloric Acid concentration shall be verified at RCF laboratory .
·	Material not meeting the specified concentration or other stipulated requirements shall be rejected.

Documents to be submitted along with offer:

1. PO copies as per above mentioned criteria
2. CA certified Turnover proofs of last three financial years **mentioning UDIN**
3. Net Worth details as mentioned above
4. **Make in India declaration as per Make in India Policy mentioning % of local content and place of value addition**
5. **No deviation certificate and tech bid as per format given in bid document**

Additional Information:

1. The rates quoted shall be inclusive of all taxes, duties, freight, Insurance and any other statutory charges.
2. Any communication shall be done to mail ID gshaha@rcfltd.com/ hemant.rao@rcfltd.com

NOTE: Please note that any blank field (un-marked) in the preceding confirmation box will be treated as 'Agreed' only.		
NO.	**DESCRIPTION**	**BIDDER CONFIRMATION** (Please put √ in front of your confirmation)
1	**Pl. ensure following (Documents are submitted along with bid document)**	
1.1	PO Copy as per PQC	☐ SUBMITTED
1.2	Turnover Certificate as per PQC	☐ SUBMITTED
1.3	Make in India declaration as per Make In India Policy mentioning % of local content and place of value addition	☐ SUBMITTED
2	Pl. make sure that quoted rates are inclusive of all taxes (i.e. GST, Freight, Packing and forwarding and Insurance , statutory charges etc i.e. Delivered Price to RCF Thal Stores)	☐ Confirmed

3	Payment terms : Payment Terms: Payment shall be made on the 10 th day from the date of /CRAC, subject to acceptance of the material as per the acceptance/rejection criteria and submission of all required documents.	☐ Noted
4	**MUTUALLY AGREED DAMAGES CLAUSE** FOR LATE DELIVERY @ 0.5% PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM OF 10% OF TOTAL P.O./CONTRACT VALUE.	☐ Noted
5	**FIRM PRICE:** PRICE SHALL REMAIN FIRM THROUGH OUT CONTRACT PERIOD.	☐ Noted
6	Please mention GST % included in each item, if not mentioned the same shall be considered as 18% and no further communication/ change shall be considered	☐ Confirmed
7	**Kindly give following declaration along with offer:** **Reference: <u>Tender No. AU-91134 for supply of HCL</u>** We M/s. _____ hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other condition whatsoever of the Bidding Documents and all Addenda / Corrigenda / Clarifications issued by OWNER. We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications or otherwise with a view that the final price bid submitted may be treated to confirm to, in all respects, with the terms and conditions of the said tender documents including all Addenda / Corrigenda / Clarifications. For and on behalf of : M/s. _____ Stamp & Signature : Name : Designation : Date :	☐ SUBMITTED
SIGNATURE WITH STAMP		

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2. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

3. **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 %.

4. **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.

5. **Generic**

   For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

6. **Generic**

   Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

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.

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 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---