बिड संख्या/Bid Number: GEM/2026/B/8236306
दिनांक /Dated: 04-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-11-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	15-11-2026 13:00:00
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: mashaikh@rcfltd.com
कुल मात्रा/Total Quantity	4
वस्तु श्रेणी /Item Category	300161606 - AM5-M, E-209 TUBE SIDE BUTTERFLY VALVE - RCFL Mumbai , 300161668 - AM5-M, E-209 SHELL SIDE BUTTERFLY VALVE - RCFL Mumbai , 300161669 - AM5-M, R-311 GAS INLET BUTTERFLY VALVE - RCFL Mumbai , 300161670 - AM5-M, E-210 GAS OUTLET BUTTERFLY VALVE - RCFL Mumbai
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	BUTTERFLY VALVE FOR GAS OUTLET LINE OF C.G. BOILER (E-210)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Modular Toilet
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Butterfly Valves (V2) as per IS 13095 • Diaphragm type valves for general purpose - IS 11791 • Pressure and Vacuum Relief Valve
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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	1
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	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	300161670 - AM5-M, E-210 GAS OUTLET BUTTERFLY VALVE - RCFL Mumbai
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 **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

आवश्यकता/Required	No

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No

एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Sandeep Sonavale
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	AGM
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	Purchase
सीए अनुमोदन संख्या/CA Approval Number	PUR/ENQ/GeM/10091337
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	30-10-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	Since item is to be procure on nomination basis, hence purchase preference to MSE shall not be applicable.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : View Document

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)

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. 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.

300161606 - AM5-M, E-209 TUBE SIDE BUTTERFLY VALVE - RCFL Mumbai (1 pieces)

(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

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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	Opnendra Om Prakash Parmar	400074,CHIEF MANAGER STORES MAHUL ROAD RCF GATE NO 2 CHEMBUR MUMBAI	1	252

300161668 - AM5-M, E-209 SHELL SIDE BUTTERFLY VALVE - RCFL Mumbai (1 pieces)

(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

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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	Opnendra Om Prakash Parmar	400074,CHIEF MANAGER STORES MAHUL ROAD RCF GATE NO 2 CHEMBUR MUMBAI	1	252

300161669 - AM5-M, R-311 GAS INLET BUTTERFLY VALVE - RCFL Mumbai (1 pieces)

(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

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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	Opnendra Om Prakash Parmar	400074,CHIEF MANAGER STORES MAHUL ROAD RCF GATE NO 2 CHEMBUR MUMBAI	1	252

300161670 - AM5-M, E-210 GAS OUTLET BUTTERFLY VALVE - RCFL Mumbai (1 pieces)

(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

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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	Opnendra Om Prakash Parmar	400074,CHIEF MANAGER STORES MAHUL ROAD RCF GATE NO 2 CHEMBUR MUMBAI	1	252

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**

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

3. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Only supply of Goods

4. **Inspection**

   Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
   Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

   Hydrotest at Suppliers Works

   Post Receipt Inspection at consignee site before acceptance of stores:
   Yes, By RCF Officials at RCF Stores/Site

5. **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.

6. **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]

This tender is issued for nomination procurement of Critical Gas Service Butterfly Valves from M/s. L & T Valves Limited or their authorized dealer / distributor / representative. In case any other bidders participate, other than proprietary bidder, the bid shall be considered as unsolicited and rejected.

Other bidders interested in quoting in our FUTURE TENDERS for this item, may share details on the following contacts :

1) Mr. Shaikh Mohd Aslamul Haque (Tel:+91 22 2552 2453),

e-mail: mashaikh@rcfltd.com

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2) Mr. Sandeep Sonavale (Tel:+91 22 2552 2439),

e-mail: sssonavale@rcfltd.com

PO for procurement of item is place through GeM portal only. Proprietary bidder has to necessarily accept the GeM PO issued by RCF, in Gem portal itself. The necessary transaction charges for acceptance of GeM PO, should be paid by the bidder directly to GeM.

Bidder must submit duly filled, stamped and signed copy of buyer specification document (attached in Technical specification document)

Kindly note that payment will be released as per GEM after receipt of material at RCF stores subject to acceptance of material at RCF stores.

· **NOTE FOR BIDDERS :**

1. Submission of offer against this Bid will imply acceptance of Bid terms & conditions in TOTO, including all attached Annexures of Buyer Added Bid Specific ATC document.

2. Please submit signed and stamped copy of **technical specifications** attached in the buyer specification document in support of acceptance of all the technical specifications.

3. Submit Make in India local content declaration as per attached Format I. Bidder shall clearly mention details like Bid number, Manufacturer / Trader of offered products, Local content percentage, detailed address of value additional location and if the bidder is not manufacturer of offered product than local content declaration by Manufacturer of the offered product

4. Warranty Clause: Supplier shall furnish warranty of supplied valves towards material & workmanship for a period of 12 months from the date of installation or 18 months from the date of supply, whichever is earlier. Warranty certificate should be furnished along with supply.

5. Security Deposit Clause: Successful bidder will have to submit the Security Deposit (SD) for 5% of total contract value within 14 days from receipt of P.O in the form of bank guarantee as per RCF format from RCF's approved list of Bankers covering the delivery period plus 2 months.

Performance Guarantee Clause: Successful bidder will have to submit Performance Bank Guarantee for same value as that of Security deposit within 15 days from the date of supply of material in the form of bank guarantee as per RCF format from RCF approved banker covering the period of 20 months from the date of supply or 14 months from the date of Installation, whichever is earliest. SD submitted in the form of Bank guarantee can be converted in to PBG.

SPECIAL NOTE:

A) If the SD is not deposited within the stipulated 14-day period, the SD will be recovered along with Interest from the due date of Deposit from the first payment. The interest rate shall be the applicable Secured Overnight Financing Rate (SOFR) + 2% or MCLR (6 months) + 2% as applicable.

B) The bank guarantee shall be directly sent from your banker to: G.M. Finance, Rashtriya Chemicals and Fertilizers Limited, Administrative Building, Finance Department, Mahul Road, Chembur East, Mumbai 400 074. Ph no. 022 25522690

C) Bank details for security deposit:

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.

6. Please submit signed and stamped copy of 'Integrity Pact' attached in the ATC Buyer organization specific Integrity pact.

(Note: RCF has accepted and agreed to the terms and conditions of the Integrity Pact. The Bidder, as a token of acceptance of the terms and conditions of the Integrity Pact will sign and stamp the Integrity Pact and submit the same with bid documents. Signing the Integrity Pact is a pre-requisite for pre-qualification and Integrity Pact and NIT conditions will form part of the contract.)

7. Bidder to ensure that all quoted rates are inclusive of GST, packing forwarding, freight and all taxes FOR RCF site delivery. No communication in this regard shall be entertained after bid opening.

8. Kindly note that payment will be released as per GeM after receipt of material at RCF stores subject to acceptance of material at RCF stores.

9. In case bidder is not OEM (Original Equipment Manufacturer), then participating bidder shall submit the authorization letter issued by OEM to participate in the subject GeM Bid on behalf of OEM.

10. **Bidder shall confirm HSN Code and GST Rate for quoted item.**
    Note : Bidder shall ensure that the quoted price is inclusive of GST

11. **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 Inte

rnational 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/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".

12. 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. RCF is not liable for any consequences arising from inaccuracies in this regard

13. Liquidated Damages (LD):

Liquidated Damages (LD) shall be applicable as per GeM ATC. In continuation with GeM GTC Clause, following is applicable.

- 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

14. Risk and Cost clause:

In the event of failure to deliver the material within the time stipulated in the contract, it is agreed that RCF shall have the right to exercise any or all of the following options as the case may be:

i) To cancel the contract or portion thereof, and obtain the goods from any other source at the risk and cost of the vendor.

ii) To treat the default as breach of contract, and if so decided to terminate the

contract forthwith forfeiting earnest money deposit or security deposit. RCF also retains option of debarring the vendor from participating in any future tenders f or maximum period of two years.

15. 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 shall be applicable. If the supplier does not respond within a reasonable time (i.e. 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

16. 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.

17. 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 efficien t invoice capture, approval, and payment processing within an organization. Th e system integrates with enterprise resource planning (ERP) platforms like SAP t o centralize financial data and Government e Market place (GeM Portal). Invoice s from vendors are uploaded with respect to purchase orders and goods receipt s and services ordered and consumed. It also provides transparency, allowing fo r better tracking, auditing, and reporting.

Successful bidder is advised to upload complete set of Payment related d ocuments as mentioned in GeM Bid at VIMS portal of RCF (https://vims.rcfl td.com/).

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18. Check list for Document submission:

Bidder shall submit completely filled, signed and stamped copy of the following documents attached at Buyer added Bid specific ATC.

1. **Certificates (Requested In ATC) :**

a. Submit signed and stamped copy of technical specification in support of acceptance of all the technical specifications.

2. **Additional Doc 1 –**
   a. Authorization letter issued by OEM to participate in the subject GeM Bid (In case of non-OEM Bidder)

3. **Additional Doc 2 –**
   a. Duly filled, signed and stamped copy of Integrity Pact

4. **Additional Doc 3 –**
   a. Duly filled, signed and stamped copy of FORMAT - I - Declaration of Local Content as per Make in India policy by Govt. Of India
   b. Duly filled, signed and stamped copy of FORMAT - II - undertaking about Declaration of Status of Debarment Listing/Blacklisting/Holiday Listing orders issued by RCF Limited or Ministry of Chemicals and Fertilizers

5. **Additional Doc 4 –**
   a. Duly filled, signed and stamped copy of FORMAT – IV - Vendor Updation Form

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7. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

8. **Generic**

   Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. 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 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---