

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-02-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-02-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Chemicals And Fertilizers
विभाग का नाम/Department Name	Department Of Fertilizers
संगठन का नाम/Organisation Name	Rashtriya Chemicals And Fertilizers Limited (rcf)
कार्यालय का नाम/Office Name	Thal
कुल मात्रा/Total Quantity	7
वस्तु श्रेणी /Item Category	BFW CONDENSER
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	PROCUREMENT OF RAW MATERIAL, MANUFACTURE, INSPECTION, TESTING AND TRANSPORTATION OF BFW CONDENSER AS PER SCOPE OF SUPPLY ENCLOSED.
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Laboratory Condenser</li> </ul>
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) *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 विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	75000

#### 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).	20

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this

Policy.

(b). 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

(Chief Manager 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 available 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 को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

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.

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

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

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

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
05-02-2026 10:00:00	Pre-bid meeting shall be conducted at RCF Thal, Alibag, MH-402208. No Video Conferencing shall be conducted. Queries regarding pre-bid meeting shall be sent to RCF on following mail before 2 days of pre-bid meeting. spkshirsagar@rcfltd.com gnwarudkar@rcfltd.com

#### BFW CONDENSER ( 7 set )

(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	<a href="#">Download</a>
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**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	Dilip Ramdas Patil	402208,STORES, RCF Ltd Thal, Alibag, District Raigad	7	120

**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

**Technical Bid**

Sr. No	Item Description	Item Code	Quantity Required	Unit of Measurement
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1	PROCUREMENT OF RAW MATERIAL, MANUFACTURE, INSPECTION, TESTING AND TRANSPORTATION OF BFW CONDENSER AS PER SCOPE OF SUPPLY ENCLOSED.	300157261	7	ST
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SN	ADDITIONAL REQUIREMENT/TECHNICAL CONDITIONS	REMARK
1	Vendor shall supply the condenser as per the RCF Drawing attached.	<input type="checkbox"/> Agreed <input type="checkbox"/> Not agreed
2	Material of Construction of the condenser shall be as per BOM (Annexure I).	<input type="checkbox"/> Agreed <input type="checkbox"/> Not agreed
3	Vendor shall supply the item as per the scope of supply attached in Annexure II.	<input type="checkbox"/> Agreed <input type="checkbox"/> Not agreed

**BIDDER'S NAME:** .....

**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	<b>Pl. ensure following (Documents are submitted along with bid document)</b>	
1.1	Make in India declaration with percentage of local content and location of value addition on your company letter head along with GEM bid No. mentioned.	<input type="checkbox"/> SUBMITTED

2	<b>Payment term</b> - As per GEM payment term ( Within 10 days against CRAC of goods subject to acceptance of material at site)	<input type="checkbox"/> Agreed
3	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)	<input type="checkbox"/> Confirmed
4	Please note that RCF will not accept any deviation in payment term	<input type="checkbox"/> Agreed
5	<b>DELIVERY PERIOD (√):</b> Delivery of material to RCF Thal store shall be within maximum 120 days from the date of PO placement	<input type="checkbox"/> Agreed
6	<b>GUARANTEE/WARRANTEE CLAUSE:</b> Warranty (defect liability) for a period of 12 months from the date of installation & commissioning or 18 months from the date of supply whichever is earlier.	<input type="checkbox"/> Agreed
7	<p><b>SD -</b></p> <p>Vendor will have to submit security deposit for 5% of basic contract value either in the form of bank guarantee as per RCF'S format or through RTGS/NEFT. This SD should be covering the delivery period plus 2 months. This is to be submitted within 21 days of placement of order failing which EMD shall be forfeited. the bank guarantee should be from the lists of RCF approved bankers</p> <p><b>Performance Guarantee Clause (PG):</b> Vendor shall submit performance bank guarantee (PBG) for 5% of basic contract value valid for a complete guarantee period plus 2 months i.e. 20 months from the date of supply for the value equivalent to the security deposit. Alternatively, security deposit can be converted to PBG. PBG shall be released after satisfactory performance and completion of guarantee period certified by RCF authorities.</p>	<input type="checkbox"/> Agreed
8	<b>MUTUALLY AGREED DAMAGES CLAUSE</b> - As per GEM GTC	<input type="checkbox"/> Agreed
9	<b>FIRM PRICE:</b> PRICE SHALL REMAIN FIRM THROUGH OUT CONTRACT PERIOD.	<input type="checkbox"/> Agreed
10	<b>Kindly submit signed and stamped on each page of ATC</b>	<input type="checkbox"/> SUBMITTED
11	<b>Integrity Pact-</b> It is mandatory to submit signed and stamped copy of the integrity pact along with the offer. Signing of integrity pact is pre-requisite for pre-qualification in the enquiry.	<input type="checkbox"/> SUBMITTED

12	<p align="center"><b>SUBJECT : Declaration about No deviation against Bid No.</b></p> <p>We 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.</p> <p>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 conform to, in all respects, with the term and conditions of the said tender documents including all Addenda/ Corrigenda/ Clarifications.</p> <p>For and on behalf of :</p> <p>Stamp &amp; Signature :</p> <p>Name :</p> <p>Designation :</p> <p>Date :</p> <p><b>(This is to be submitted on Company letter head along with sign and stamp. )</b></p>	<input type="checkbox"/> SUBMITTED
13	<p>Please note EMD shall not be accepted after bid submission due date and non-submission of the same along with bid shall lead to rejection of your offer.</p> <p><b>No communication shall be done for the same.</b></p>	<input type="checkbox"/> Noted
<p align="center"><b>For any queries and help please contact on Mail Id spkshirsagar@rcfltd.com.</b></p>		
<p align="center"><b>Please note EMD shall not be accepted after bid submission due date and non-submission of the same along with bid shall lead to rejection of your offer. No communication shall be done for the same.</b></p>		
<p align="center"><b>SIGNATURE WITH STAMP</b></p>		

**BID SELECTION CRITERIA**

<p><b>(NOTE: Offers which do not contain any of the supporting documents required to satisfy below points shall be out rightly rejected)</b></p>	
<p><b>NAME OF BIDDER: .....</b></p>	
<p><b>Sr.</b></p>	<p align="center"><b>Pre-qualification Criteria</b></p>

**Technical Prequalification criteria-**

1) Vendor shall have manufactured and supplied to reputed Fertilizer/ Oil& Gas/ Power Plant , at least one U tube/ straight tube exchanger / tube bundle meeting the following requirements in the last seven years.

- a) 17 U tubes or 34 straight tubes.
- b) Tube material SA 213 TP 304 or higher grade austenitic stainless steel.
- 1 c) Tube size 15.88 mm OD or higher size tube.

Vendor shall submit self-attested copy of PO and drawing in support of the above.

2) Exchanger must be hydro tested at minimum 9 kg/cm<sup>2</sup>g. Vendor shall submit self-attested copy of hydro-test certificate witnessed by either customer or TPI agency's inspector or TPI release note.

**Financial Prequalification criteria-**

**1.TURNOVER:** CA certified Turnover during last three financial years 2022-23, 2023-24 & 2024-25 (Required minimum Avg. turnover of Rs. **30.47** lakh). Mentioning UDIN number.

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 constitution shall be taken into account. In this case, the financial turnover during last financial year / the average financial turnover during preceding two financial years should be at least Rs. 30.47 lakh

2 Bidders shall submit CA certificate / CA audited Profit & Loss accounts, Balance sheets etc. indicating the annual turnover figures, in support of the same. The financial documents must have to be CA audited/issued with membership number, seal, signed and with UDIN.

(Documentary Proof to be submitted by CA certification along with UDIN number)

**Relaxation in Experience criteria for eligible MSEs/ STARTUPS**

1. For MSEs- Relaxation of 25% in Annual financial turnover shall be provided to the qualifying MSEs.

2. For Startups - Pl. go through ATC for details of Start up bidder

3	<p><b>Financial Soundness:</b></p> <p>Bidder shall submit net worth certificate for the financial years 2022-23 ,2023-24 and 2024-25. net worth should not be negative as on 31 March 2025. also it should not have eroded by more than 30 % (thirty percent) compared to year 2022-23. i.e. the net worth of 2024-25 should not be less than 70 % compared to the financial year 2022-23.</p> <p>In case the date of constitution/ incorporation of the bidder is less than 3 years old, the following will be applicable:</p> <p>Ø The Net Worth in each of these years should not be negative.</p> <p>Ø Net Worth in respect of the immediate previous financial year should not have eroded more than 30 per cent that of it's previously audited financial statement.</p> <p>In case the Bidder has completed financial statements of only preceding year, the clause of net worth erosion will not be applicable</p> <p>(The financial soundness should be CA Certified or Audited financial statement certified by CA)</p>	
4	EMD	<p><b>EARNEST MONEY DEPOSIT (EMD) for Rs. 75,000/-</b> is to be deposited as per following instructions, EMD other than ONLINE deposit shall not be considered:</p> <p><b>ONLINE DEPOSIT:</b> EMD to be deposited online in Rashtriya Chemicals and fertilizers Ltd (RCF's) account through payment gateway available on our website at: <a href="http://www.rcfld.com">www.rcfld.com</a> under 'Portals' □ 'EMD Payment' ("<a href="#">Click here</a>" for EMD payment).</p> <p><b>Please upload EMD payment details along with the offer. EMD payment by any other mode shall not be considered.</b></p>
5	<p><b>Security Deposit</b></p> <p><b>Performance BG for supply</b></p>	<p>Vendor shall submit security deposit for 5 % of contract value either in the form of bank guarantee as per RCF'S format or through RTGS/NEFT. This SD should be covering the delivery period plus 2 months. This is to be submitted within 14 days of placement of order failing which EMD shall be forfeited. the bank guarantee should be from the lists of RCF approved bankers</p> <p>Vendor shall submit performance bank guarantee (PBG) valid for a complete guarantee/warranty period plus 2 months from the date of supply for the value equivalent to the security deposit. alternatively, security deposit can be converted to PBG. PBG shall be released after satisfactory performance and completion of guarantee period certified by RCF authorities.</p>
6	<b>GUARANTEED PERFORMANCE</b>	As per mentioned in specification sheet

7	<b>Pre-Bid meeting</b>	<p>Pre-bid meeting shall be conducted at RCF Thal, Alibag, MH-402208.</p> <p>No Video Conferencing shall be conducted.</p> <p>Queries regarding pre-bid meeting shall be sent to RCF on following mail before 2 days of pre-bid meeting.</p> <p><a href="mailto:spkshirsagar@rcfltd.com">spkshirsagar@rcfltd.com</a></p> <p><a href="mailto:gnwarudkar@rcfltd.com">gnwarudkar@rcfltd.com</a></p>
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## **Disputes and Arbitration Clause:**

### **a. 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. 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. 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.

## 6. Buyer Added Bid Specific ATC

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

### अस्वीकरण/Disclaimer

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

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

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

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working**

**Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

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

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

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

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

[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---**