

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-02-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-02-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	75 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Chemicals And Fertilizers
विभाग का नाम/Department Name	Department Of Fertilizers
संगठन का नाम/Organisation Name	Rashtriya Chemicals And Fertilizers Limited (rcf)
कार्यालय का नाम/Office Name	Rcf Ltd Thal Unit Alibag
वस्तु श्रेणी /Item Category	Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Industry Unit; CONTRACT FOR OIL ANALYSIS OF VARIOUS EQUIPMENTS AT RCF THAL FOR TWO YEARS; Buyer
अनुबंध अवधि /Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया जाना चाहिए। / 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	3 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है। / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया। Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो। / Purchase Preference to MSE OEMs available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GEM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

PRICE BREAK UP - [1769599580.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Buyer to mention scope of work:[1769599592.pdf](#)

Terms and Conditions/ Deductions etc to be mentioned by Buyer as per their requirement:[1769599598.pdf](#)

Any other details to be mentioned by buyer for repair work:[1769599601.pdf](#)

Any other details to be mentioned by buyer for repair work:[1769599604.pdf](#)

Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Industry Unit; CONTRACT FOR OIL ANALYSIS OF VARIOUS EQUIPMENTS AT RCF THAL FOR TWO YEARS; Buyer (1)

तकनीकी विवरण/ Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premise	Industry Unit
Type of Item/Product/System to be repaired or Installed	CONTRACT FOR OIL ANALYSIS OF VARIOUS EQUIPMENTS AT RCF THAL FOR TWO YEARS
Consumables to be provided by	Buyer
Spare parts to be provided by	Buyer

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Estimated number of visits as per last year records	0.00

केता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

केता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्ट दस्तावेज /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Project based requirement (quantity to be kept as 1)	अतिरिक्त आवश्यकता /Additional Requirement
1	Arvind Ramchandra Yemul	402208,RCF LTD, THAL UNIT, TAL - ALIBAG, RAIGAD	1	<ul style="list-style-type: none"> Estimated Cost of Spare/Consumable s/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0

केता द्वारा जोड़ी गई बिट की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ATC- 1: Scanned signed stamped copy of

i. GST clauses Annexure-V

ii. Restrictions under Rule 144(xi) of the General Financial rules (GFF) 2017 Annexure-XI/ XIA.

(Please print the documents on bidder's letter head with duly filled, signed and stamped by appropriate authority) and signed stamped copy corrigendum's for subject tender uploaded on tender (GeM) portal.

ATC- 2 : Scanned signed stamped copy of

i. Instruction For Bidders & MSME bidders Annexure- IA & IB

- ii. General Terms & Conditions (GTC) Annexure- I
- iii. Scope Of Work/ Special Term and conditions, Annexure- II/ IIA
- iv. Pre-Qualification Criteria (PQC) Annexure- XII

ATC- 3 : Scanned signed stamped copy of

- i. Techno-commercial Bid / Check-list Annexure- III
- ii. Undertaking on Vendor Letter Head Annexure- IIIA
- iii. Disciplinary Action Clauses Annexure- IV
- iv. HSE requirements / Instructions Annexure - VI
- v. Public Procurement (Preference to Make in India) Annexure- X

ATC- 4 : Scanned signed stamped copy of

- i. Vendor Details Update Form (VDU) along with necessary documents Annexure- IX
- ii. GATE-PASS FORMAT Annexure - XIII
- iii. Declaration of Status of Debarment Listing/ Blacklisting/ Holiday Listing Annexure - XVA
- iv. Undertaking about common Directors/ Partners/ Interest in other associated units/ companies Annexure - XVB
- v. Similar completed work order as per PQC and other PQC documents requested in scope of work, mentioned in tender document.

CONTRACT FOR OIL ANALYSIS OF VARIOUS EQUIPMENT'S , AT RCF THAL, FOR TWO YEARS.

BRIEF OF JOB:

RCF Thal unit has various process plants where various rotating machines are in operation. RCF intends to carry out oil Analysis and wear Debris Analysis through a contract agency at its own laboratory. OA& WDA is a part of routine predictive maintenance to provide meaningful and accurate information on lubricant and machine condition and early detection of machinery faults. The Job involves collection of oil samples from RCF, transportation of samples to vendor's lab for carrying out oil analysis, wear Debris analysis and NAS test & submission of reports of aforesaid tests to RCF.

A. VENDOR'S SCOPE OF WORK:

1. Sample collection

- 1.1 Vendor shall designate a representative who shall be responsible for co-ordinating the oil sampling, oil analysis and communication with RCF engineer-in-charge (EIC). Any change in designated representative shall be intimated to RCF EIC from time to time.
- 1.2 Vendor shall depute his service engineer for preliminary survey of oil sampling points, types of machines and application at RCF Thal unit before starting collection of oil sampling. This will help vendor to get acquainted with site conditions.
- 1.3 Vendor shall depute his service engineer/technician for collection of lube oil sample along with oil sampling accessories like pump, tubing or any other accessories required for collection of oil sample at RCF site.
- 1.4 The service representative/technician shall carry out oil sampling from de

signated sampling points using hand held portable vacuum pump & other required tools/instruments at various plants in RCF Thal unit.

- 1.5 Lube oil sample collection from RCF site and transport it to vendor's lab shall be responsibility of vendor throughout the tenure of contract.
- 1.6 New clean bottles with caps together with proper labels shall be used for every oil sample and for every sampling. None of the bottles shall be re-used for oil sample collection.
- 1.7 Oil analysis and wear debris analysis sampling frequency shall be on quarterly basis. Oil sampling schedule & any changes in schedule shall be decided by RCF EIC. Any changes in oil sampling schedule shall be communicated to the vendor well in advance from time to time.
- 1.8 Vendor shall carry out analysis of collected samples as specified in part A (2). Vendor shall identify all deficiencies/abnormalities in the equipment/lubricating oil and recommend for improvements to avoid recurrence of the abnormalities. A separate detailed analysis report shall be submitted along with standard report for reported abnormalities, if required.

2. Oil testing and reporting:

- 2.1 RCF shall instruct the vendor about tests to be carried out for each of sample collected from individual equipment. Vendor has to carry out oil analysis, wear debris analysis, NAS test or all of them strictly as specified by RCF EIC. No charges shall be paid extra for any additional testing other than specified by EIC.
- 2.2 The test and applicable standards are as per following.

- a) Oil Analysis: Vendor shall carry out oil analysis for following properties:

Test/Parameter	Applicable Standard
Viscosity @ 40° C	ASTM D445
Viscosity @ 100° C	
Viscosity Index	ASTM D 2270

TAN (Total Acidic Number)	ASTM D 664
Moisture Content	ASTM D 1744

b) Wear Debris Analysis: Vendor shall carry out Wear Debris Analysis for following parameters:

Test/Parameter	Applicable Standard	NAS/oil Cle
Quantitative/ Analytical analysis to detect Wear Particle concentration- WPC by Direct reading Ferrography method	ASTM D7690/ISO 4406	
Qualitative Analysis/Analytical Ferrography method for microscopic evaluation of wear particles and contaminants to understand the source of generation, mode of generation, root cause of wear out to be identified	ASTM D7690/ISO 4406	

Cleanliness Test: Vendor shall carry out particle count test for oil cleanliness as per following:

Test/Parameter	Applicable Standard	Oil analysis test report of all oil samples shall reflect all
Particle count test to detect oil contamination.	ISO 4406/NAS 1638	

parameters as specified in clause 2.1(a) of A (2) along with trends of each parameter & other relevant parameters, if any. Broad categorization of the test results with tags like normal, marginal/deteriorated, critical or alarm etc must be included in report for easy and fast identification with graphical representation. Recommendations for corrective measure shall also be included in test report.

2.4 Wear particle analysis shall be carried out with use of high resolution microscope for evaluation of wear particles and contaminants. Wear debris analysis test report shall include qualitative and quantitative analysis of Ferrous wear particles, non ferrous wear particles, contaminants, wear particle count/concentration, percentage/concentration of large particle(PLP) & machine operating condition along with the trends of all parameters. in accordance with clause 2.1(b) of A (2)

2.5 Wear debris analysis report should reflect severity, rate of wear, type of wear & source of wear along with other observations and recommendations for corrective measures. The report should also shows/include coloured images of wear particles as well as contaminants.

2.6 Oil cleanliness test report shall include quantitative analysis of wear particles; wear particle count/concentration along with the pertaining ISO code & NAS Code in accordance with clause 2.1(c) of A (2) with trends.

2.7 Vendor may use their own data base for identifying the different types of wear particles and contaminants & prediction of abnormalities developed from other fertilizer/petrochemical industries /rotating machinery wearing behaviour particle atlas that may generate from different industrial rotating equipments.

2.8 Evaluation part of the report is to be user friendly and suitable for easy understanding at RCF site without any special training /expertise.

2.9 Vendor shall submit the reports in both soft copy (electronic form) & in printed form. The soft copy (electronic form) of reports shall be submitted within 15 days from date of samples collection. The printed copy of the report shall be submitted within 20 days along with invoices from date of sample collection. In case of any emergency, vendor shall have to submit reports within **2 Days** to RCF EIC from date of oil sample collection. The quantum of such emergency work shall not be more than three samples.

2.10 Detailed report of lube oil analysis & Wear Debris Analysis is to be sent separately by email in advance as well as Hard copy would be sent by courier to RCF EIC.

2.11 The executive summary report shall include the Analysis of the findings and preparation of Electronic Database for all machines containing following details for future reference.

Sr. No.	Equipment Name /Sample ID	Critical observations			Remarks	Recommendation
		Oil analysis	WDA	NAS Test		
1	Equipment 1					

2	Equipment 2				
3	Equipment 3				

2.12 All calibrated Instrument should be used by vendor for oil analysis & wear debris analysis, NAS test etc. Calibration certificates of the same shall be presented alongwith each reports.

2.13 **RCF Engineer/representative may visit laboratory for across the table discussion/witness oil analysis on any specific report/problem faced by RCF with prior intimation to vendor.**

3. SUPPLEMENTARY TERMS AND CONDITIONS:

3.1 Vendor shall bring all tools, manpower, accessories required for completion of the jobs. While Vendor shall bring all tools & accessories inside RCF premises with proper entry challan endorsed by CISF officials.

3.2 It may be noted that quantum of work specified in the Tender is indicative only and may or may not be consumed fully, depending upon RCF's requirements.

3.3 Vendor should maintain proper Records of the quantum of jobs completed and the financial limit consumed on job item basis and should report the same to the concerned RCF EIC. If financial limit is likely to exceed to cope up with the recommended jobs, Vendor shall bring the same to the notice of RCF EIC/MES department well in advance. Under no circumstances vendor shall undertake such additional job without requisite amendment of the W.O.

3.4 Timely mobilization and completion of the jobs is the essence of the contract, failing which RCF reserve the right to get the work executed through other agency at the risk and cost of contractor.

3.5 The contractor has to mobilize workforce and resources to cover all RCF Thal plants as directed by RCF Engineers from time to time.

3.6 The performance of contractor shall be judged from time to time and if the performance is not found satisfactory, RCF reserves the right to terminate the contract without any prejudice to the contractor's right under the work order.

3.7 Vendor should be in a position to carry out jobs simultaneously at several locations as per the requirement and instruction of RCF engineers.

3.8 Job acquaintance: Vendor shall acquaint itself thoroughly with the job scope before submitting the Tender. All clarification regarding job scope and conditions of Contracts shall be obtained before submitting the quotation. T

he job scope, terms and conditions of Contract by RCF shall be final and binding on the Vendor.

B. RCF SCOPE

- 1.1 To provide a designated interface between vendor and RCF through which all communications will be channelled.
- 1.2 RCF shall nominate maintenance staff member to escort the vendor's service engineer/technicians through the RCF facility to expedite the oil sample collection. Escort shall be available for the duration of the oil sampling period.
- 1.3 Plant-specific safety work permits applicable to the proposed scope of work, site indoctrination, including any site-specific training required for access shall be provided by RCF EIC.

C. TIME SCHEDULE:

- 1.1 Frequency of oil sampling shall be quarterly for the maximum period of two days for each quarterly sampling schedule excluding Sundays and holidays.
- 1.2 The detailed reports of oil and wear debris analysis in soft copy (electronic form) shall be submitted within 15 days from the date of collection of samples.

D. MOBILIZATION PERIOD:

A mobilization charge shall be paid for visit to RCF for sample collection. Schedule of collection of oil sample shall be intimated to vendor in advance by RCF EIC. Vendor shall depute his service engineer/technician within **5 days** from date of intimation for collection of oil sample. However, in case of any emergency vendor may have to depute his representative within a short notice of **1 Day** to RCF site for oil sample collection. No additional charge shall be paid for such emergency visits.

E. VALIDITY OF THE CONTRACT:

Work order shall be valid for a period of **Two Years** from the date of issue of work order.

F. PENALTY:

Penalty of 0.5% per day from invoice amount up to a maximum of 10% shall be levied for delay in mobilization at RCF site beyond **5 days** from date of intimation **OR** delay in submission of detailed reports of oil and wear debris analysis beyond **15 days** from the date of collection of samples.

G. QUANTUM OF JOB & MODE OF QUOTATION:

Vendor has to submit the quotation in the format as follows:

Sr. No	Description	Quantity (No. Of Sample s)
1.	Oil Analysis includes (Package) Viscosity @ 40° C Viscosity @ 100° C Viscosity Index Moisture Content TAN(Total Acidic Number)	650 nos
2	NAS 1638 Particle Count Test for lube oil	250 nos
3.	Wear debris Analysis Includes(Package) Quantitative (Wear Particle concentration-WPC by Direct reading ferrography method only). Qualitative Analysis/Analytical ferrography	220 nos
4	Mobilization (to and fro) for collecting sample	15 nos

Notes:

- a. Payment shall be done as per actual work executed after submission of invoice as certified by RCF EIC.
- b. Vendor shall submit detailed report for each sample both in hard copy and in soft/electronic form before payment invoice.

H. SAFETY, HEALTH & ENVIRONMENT REQUIREMENTS - As per Annexure

- 1.1 Do not carry out any work without valid Work Permit issued by the authorized person in the Factory as per Work Permit System. Display Permit at Worksite for random checking by the RCF Officials.
- 1.2 Entry of all Workmen inside the Factory shall be guided by the rules and regulations prevailing at RCF from time to time. Vendor shall arrange neces

sary Gate Entry Passes for all manpower in advance, duly completing all security formalities. Refer annexure A for detailed HSE requirements.

1.3 It is mandatory that character & antecedent's verification must be made of each & every contract labour prior to giving permission to enter inside RCF factory premises. Vendor must submit PVC of manpower to be deputed for site job. Entry permission on the basis of valid Passport is not allowed. Even passport holders have to apply for PVC. Without PVC, no entry permission shall be granted. A one-time 15-day temporary permission can be granted on the basis of submission of a copy of on-line application form of PVC & its payment acknowledgement slip along with a copy of PAN / Aadhar card/ Election card of that particular-labour.

NOTE: If terms mentioned in Annexure-II, Annexure-IIA of the tender document are contradicting with the terms and conditions mentioned in General Terms and Conditions Annexure-I & IA of the tender document, then terms and conditions mentioned in Annexure-II, Annexure-IIA shall prevail.

ANNEXURE-IIA

SPECIAL TERMS & CONDITIONS:

1.0 PERFORMANCE GUARANTEE / WARRANTY (PG):

PG Clause shall not be applicable.

2.0 PENALTY CLAUSE :

Penalty of 0.5% per day from invoice amount up to a maximum of 10% shall be levied for delay in mobilization at RCF site beyond **5 days** from date of intimation **OR** delay in submission of detailed reports of oil and wear debris analysis beyond **15 days** from the date of collection of samples.

3.0 Penalty Clause for Rate Contracts

- i. In the event of non-supply or delay in supply of goods or services against the rate contract, RCF shall have the right to cancel the order or terminate the contract without any liability.
- ii. RCF may also source the goods or services from alternative suppliers at the Supplier's expense.
- iii. Additionally, RCF may impose a penalty on the Supplier, which shall be 0.5% of the total job/bill value for each instance of non-supply or delay. The total penalty amount shall not exceed 5% of the total job / bill value.
- iv. This penalty clause shall be without prejudice to any other rights or remedies available to the Buyer under the contract or applicable law.

A. PREQUALIFICATION CRITERIA

The bidders shall upload following pre-qualification documents along with their offer as per mentioned in PART-I of e-tender:

1. Bidder should have Experience of having successfully completed work order for oil analysis of various rotary equipment to large organization or industrial complexes like refineries, fertilizers, petrochemicals, integrated steel plants /oil and gas/ process plant/ Power plant/ Heavy Water plant etc. The work order should be issued & executed during the last 7 years ending last day of month previous to the month in which application are invited/issued and should be fulfilling, either of the following:

Minimum value of completed work must be as follows:

- a) One similar completed works each costing not less than the amount equal to **Rs. 3.82 Lakh + GST each**,

OR

- b) Two similar completed works each costing not less than the amount equal to **Rs. 2.39 Lakh + GST each**,

OR

- c) Three similar completed works costing not less than the amount equal to **Rs 1.91 Lakh + GST each**.

Note- The reference work orders produced by the tenderer must be placed on them directly by the owner organization. The job carried out by party for other agency as a sub- contractor will not be consider.

2. Proof of execution of submitted work order, which include any of the following -
 - (i) Completion Certificate/ Customer Acceptance Certificate OR
 - (ii) GeM CRAC (Consignee Receipt and Acceptance Certificate) document OR
 - (iii) (a) Tax Invoice to the extent of the required Pre-Qualification value and
(b) Proof of receipt of payment like bank statement for the above referred tax invoice OR
 - (iv) Any other document indicating work completion
3. Copy of partnership deed/proprietorship /Memorandum and article of association, certificate of incorporation.
4. Copy PAN Details, GST Registration details, PF Registration details and ESIC registration details.

अस्वीकरण/Disclaimer

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

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

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

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

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The

Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस नियिदा 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---