



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5767337  
Dated/दिनांक : 04-01-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-01-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-01-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	75 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Chemicals And Fertilizers
Department Name/विभाग का नाम	Department Of Fertilizers
Organisation Name/संगठन का नाम	Rashtriya Chemicals And Fertilizers Limited (rcf)
Office Name/कार्यालय का नाम	Thal
क्रैता ईमेल/Buyer Email	buyer26.rcflr.mh@gembuyer.in
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	AMMONIA CONDENSER E510
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	PROCUREMENT OF AMMONIA CONDENSER E-510 A & B AS PER SCOPE OF SUPPLY ENCLOSED IN AMMONIA PLANT
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>Shell &amp; Tube Heat Exchanger</li></ul>
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes

**Bid Details/बिड विवरण**

<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	4 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	1000000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	20

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

CHIEF MANAGER

Thal, Department of Fertilizers, Rashtriya Chemicals and Fertilizers Limited (RCF), Ministry of Chemicals and Fertilizers

(Chief Manager Finance)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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)**

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<b>Pre-Bid Date and Time</b>	<b>Pre-Bid Venue</b>
10-01-2025 15:00:00	PURCHASE DEPARTMENT, RCF LTD, THAL-ALIBAG, DIST- RAIGAD-MAHARASHTRA

### AMMONIA CONDENSER E510 ( 2 pieces )

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

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Dilip Ramdas Patil	402208,STORES, RCF Ltd Thal, Alibag, District Raigad	2	240

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

##### 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**

<b>Sr. No</b>	<b>Item Description</b>	<b>Item Code</b>	<b>Quantity Required</b>	<b>Unit of Measurement</b>
<b>1</b>	PROCUREMENT OF AMMONIA CONDENSER E-510 A & B AS PER SCOPE OF SUPPLY  ENCLOSED	300153564	2	NO

**1. 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.

<b>BIDDER'S NAME:</b> .....
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**NOTE: Please note that any blank field (un-marked) in the preceding confirmation box will be treated as 'Agreed' only.**

NO.	DESCRIPTION	<b>BIDDER CONFIRMATION</b> (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 240 days from the date of PO placement	<input type="checkbox"/> Agreed
6	<p><b>GUARANTEE/WARRANTEE CLAUSE:</b> Warranty (defect liability) for a period of 12 months from the date of installation &amp; commissioning or 18 months from the date of supply whichever is earlier.</p> <p>Should any repair or replacement be necessary owing to any type of failure on account of material or workmanship of the equipment during the guarantee period, the supplier shall be bound to repair/ replace the same either in part or entirely without additional cost, at site. Repaired or replaced parts shall be covered by same guarantee as per clause</p>	<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) 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> FOR LATE DELIVERY @ 0.5% PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM OF 10% OF TOTAL P.O./ CONTRACT VALUE.	<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. Pl. ensure date , sign and stamp on each page of Integrity pact.  <b>(If not submitted not considered for further evaluation)</b>	<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
	<b>For any queries and help please contact on Mail Id spkshirsagar@rcfltd.com.</b>	
	<b>SIGNATURE WITH STAMP</b>	

### **BID SELECTION CRITERIA**

**(NOTE: Offers which do not contain any of the supporting documents required to satisfy below points shall be out rightly rejected)**

**NAME OF BIDDER:** .....

<b>Sr.</b>	<b>Pre-qualification Criteria</b>
<b>1</b>	<p><b>Technical Prequalification criteria-</b></p> <p>The bidder shall have in the last seven years, manufactured and supplied to reputed Fertilizer/ Refinery/ Oil and gas /Power plant, at least one straight tube OR U tube, shell and tube heat exchanger under TPI inspection of M/s LRA/TUV/BV/PDIL/ DNV/IBR/SGS/ BAX Counsel, fulfilling all the following conditions.</p> <p>1) Exchanger/ tube bundle shall have minimum 1130 Nos U tubes/ 2260 Nos straight tubes in MOC ASTM A213 TP 304 or any other grade of austenitic stainless steel higher grade stainless steel.</p> <p>2) The exchanger shall be hydro tested at a minimum pressure of 37.5 kg/cm<sup>2</sup>.</p> <p>Vendor shall submit the following documents in support of the above supply.</p> <p>1) Self attested copy of purchase order and drawing clearly showing type of construction, OD, length, MOC and number of tubes and hydro test pressure.</p> <p>2) Self attested copy of certificate of Hydro test witnessed by client/TPI agency.</p> <p>3) Self attested copy of TPI release note.</p> <p>Conditions at point No 1 and 2 above shall be fulfilled in maximum two purchase orders.</p>



## **Financial Prequalification criteria-**

**1.TURNOVER:** CA certified Turnover during last three financial years 2021-22, 2022-23 &2023-24 ( Required minimum Avg. turnover of Rs. **489.60** 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. 489.60 lakh

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

### **Financial Soundness:**

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Bidder shall submit net worth certificate for the financial years 2021-22, 2022-23 &2023-24. net worth should not be negative as on 31 march 2023. also it should not have eroded by more than 30 % (thirty percent) compared to year 2020-21. i.e. the net worth of 2022-23 should not be less than 70 % compared to the financial year 2020-21.

**3** In case the date of constitution/ incorporation of the bidder is less than 3 years old, the following will be applicable:

Ø The Net Worth in each of these years should not be negative.

Ø Net Worth in respect of the immediate previous financial year should not have eroded more 30 per cent than that of it's previously audited financial statement.

In case the Bidder has completed financial statements of only preceding year, the clause of net worth erosion will not be applicable

(The financial soundness should be CA Certified or Audited financial statement certified by CA)

4	<b>EMD</b>	<p><b>EARNEST MONEY DEPOSIT (EMD)</b> for <b>Rs. 10,00,000/-</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.rcfltd.com">www.rcfltd.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>

#### 6. Buyer Added Bid Specific ATC

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

### Disclaimer/अस्वीकरण

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.

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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./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।

**---Thank You/धन्यवाद---**