

**Bid Document/ बिड दस्तावेज़**

| <b>Bid Details/बिड विवरण</b>   |   |
|--|---|
| <b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>   | 25-01-2025 15:00:00   |
| <b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>  | 25-01-2025 15:30:00   |
| <b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>                 | 75 (Days)   |
| <b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>   | Ministry Of Chemicals And Fertilizers   |
| <b>Department Name/विभाग का नाम</b>  | Department Of Fertilizers   |
| <b>Organisation Name/संगठन का नाम</b>  | Rashtriya Chemicals And Fertilizers Limited (rcf)   |
| <b>Office Name/कार्यालय का नाम</b>   | Thal  |
| <b>क्रेता ईमेल/Buyer Email</b>   | buyer26.rcflr.mh@gembuyer.in  |
| <b>Total Quantity/कुल मात्रा</b>   | 300   |
| <b>Item Category/मद केटेगरी</b>  | AIR INLET VALVE SPARES FOR PRIMARY REFORMER AIR INLET VALVE AS PER RCF DRAWING NO. TH/011/1584  |
| <b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>                         | AIR INLET VALVE SPARES FOR PRIMARY REFORMER AIR INLET VALVE AS PER RCF DRAWING NO. TH/011/1584  |
| <b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>                      | Category not available on GeM for the text string uploaded by the buyer   |
| <b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b> | <ul style="list-style-type: none"><li>• Sequence valve</li></ul>  |
| <b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>          | No  |
| <b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>  | No  |
| <b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>                              | Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC)<br>*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 |
| <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>    | No  |

| <b>Bid Details/बिड विवरण</b>  |                             |
|---|-----------------------------|
| <b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>   | No                          |
| <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**

|                   |    |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

**ePBG Detail/ईपीबीजी विवरण**

|                   |    |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

**MII Purchase Preference/एमआईआई खरीद वरीयता**

|  |    |
|--|----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | No |
|--|----|

**MSE Purchase Preference/एमएसई खरीद वरीयता**

|   |     |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

1. 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.

**AIR INLET VALVE SPARES FOR PRIMARY REFORMER AIR INLET VALVE AS PER RCF DRAWING NO. TH/011/1584 ( 300 set )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

|  |                          |
|--|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | <a href="#">Download</a> |
|--|--------------------------|

**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 | 300             | 30                           |

**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

| Sr. No | Item Description   | Item Code | Quantity Required | Unit of Measurement |
|--------|--|-----------|-------------------|---------------------|
| 1      | AIR INLET VALVE SPARES FOR PRIMARY REFORMER AIR INLET VALVE AS PER RCF DRAWING NO. TH/011/1584 | 300153645 | 300               | SET                 |

#### TECHNICAL CONDITIONS / REQUIREMENTS

| Sr. No | TECHNICAL CONDITIONS / REQUIREMENTS                               | Item Code  |
|--------|---|--|
| 1      | VENDOR SHALL SUPPLY THE ITEMS AS PER RCF DRAWING NO. TH/011/1584. | <input type="checkbox"/> Agreed<br><input type="checkbox"/> Not Agreed |
| 2      | VENDOR SHALL SUBMIT MTC ALONG WITH THE SUPPLY.                    | <input type="checkbox"/> Agreed<br><input type="checkbox"/> Not Agreed |

#### 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 la

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> .....   |  |  |
|---|--|--|
| <b>NOTE: Please note that any blank field (un-marked) in the preceding confirmation box will be treated as 'Agreed' only.</b> |  |  |
| <b>NO.</b>  | <b>DESCRIPTION</b>   | <b>BIDDER CONFIRMATION</b><br>(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 if applicable  | <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 30 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.<br><br>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 | <input type="checkbox"/> Agreed  |

|  |   |                                    |
|--|---|------------------------------------|
| 7  | <p><b>SD/ Performance Guarantee Clause (PG):</b> The contractor shall furnish performance bank guarantee for 5% value of the contract and valid for the guarantee period + additional 2 months (i.e. 20 months from the date of delivery) as per RCF's proforma.</p> <p>OR</p> <p>It shall be deducted from the invoice/bill &amp; same shall be returned after successful completion of the guarantee period.</p>  | <input type="checkbox"/> Agreed    |
| 8  | <p><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.</p>   | <input type="checkbox"/> Agreed    |
| 9  | <p><b>FIRM PRICE:</b> PRICE SHALL REMAIN FIRM THROUGH OUT CONTRACT PERIOD.</p>  | <input type="checkbox"/> Agreed    |
| 10   | <p><b>Kindly submit signed and stamped on each page of ATC</b></p>  | <input type="checkbox"/> SUBMITTED |
| 11   | <p><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 |
| <p><b>For any queries and help please contact on Mail Id <a href="mailto:spkshirsagar@rcfltd.com">spkshirsagar@rcfltd.com</a>.</b></p> |   |                                    |
| <p style="text-align: center;"><b>SIGNATURE WITH STAMP</b></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---