

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-05-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-05-2026 18:30:00
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	Trombay Unit
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	SAP/CNA-E UPS 2X15KVA, 1Ø , 230V
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	15KVA UPS without battery with Ingress Protection IP 42
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Online UPS (>10 KVA) Without Battery, Online UPS (≤10 KVA) With Battery Conforming To IS 16242 (Part 1), Online UPS (≤10 KVA) Without Battery Conforming To IS 16242 (Part 1), Online UPS (>10 KVA) With Battery
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Online UPS (V2)
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	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
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
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/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required	Yes
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	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 20 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	150000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required

No

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। 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 :

DGM (FINANCE)

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

(Saurabh Srivastava)

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	100
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	100
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ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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 100% (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. 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.

4. 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
04-05-2026 15:00:00	<p>FOR PHYSICAL MEETING: PURCHASE DEPARTMENT, ADMINISTRATIVE BUILDING, RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED CHEMBUR, MAHUL ROAD, DULEEP SINGH MARG, MUMBAI 400 074</p> <p>FOR ONLINE MEETING: MEETING ID: 25138676823 PASSWORD: 618841 MEETING URL: https://rcfl.webex.com/rcfl/j.php?MTID=m2c397b0ef47342e2ee5dd38f76348491</p>

SAP/CNA-E UPS 2X15KVA, 1Ø , 230V (1 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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व्यापक रखरखाव / Comprehensive Maintenance	
Comprehensive Maintenance (Minimum Percentage)	3 %
Comprehensive Maintenance (Maximum Percentage)	25 %
Warranty of required product	1 Year
Comprehensive Maintenance Duration (Post Warranty)	3 Year

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	1%

Number of days allowed for ICT after site readiness communication to seller

15 Days

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	BANDAVATH KISHAN	400074,CHIEF MANAGER STORES MAHUL ROAD RCF GATE NO 2 CHEMBUR MUMBAI	1	112

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. Buyback for Non PFMS / Non GPA

Buyback for Non PFMS/Non GPA:

- GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
- Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered. Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC

S · n o	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C-D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
13. Item Details Consignee wise will be indicated in the corrigendum like -
 1. Consignee wise
 2. Item Description
 3. Serial Number
 4. Model
 5. Brand
 6. Year of manufacturing
 7. Purchased on
 8. Age
 9. Size, Rating, Designation
 10. Quantity
 11. Min price (Optional)
 12. Unit
 13. Working Guidelines (/Functional/Non-Functional)
 14. Remarks
14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commisioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.
15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

6. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

[NOTE: TERMS AND CONDITIONS MENTIONED IN THE ATC SHALL SUPERCEDE THE RESPECTIVE TERMS AND CONDITIONS OF GEM GTC]

PR No. 10087217

In case of any queries regarding to this tender please contact

Mr. S V Sundaresan (Tel:+91 022 2552 2045), e-mail: sundaresan.v@rcfltd.com;

or

Mr. Vighnesh Gadekar (Tel:+91 022 2552 2744), e-mail: vdgadekar@rcfltd.com;

IMPORTANT INSTRUCTIONS FOR BIDDERS:

1. Bidders shall ensure that all documents related to pre-qualification (technical and commercial) and documents mentioned in the check list below are submitted at the first instance itself along with the original bids. M/s. RCFL may summarily reject any bid not complying with this instruction. M/s. RCFL may not do any further correspondence to seek clarifications / shortfall documents.
2. Bidder shall ensure that the quoted price is inclusive of GST, packing forwarding, and freight charges on FOR RCF site delivery basis. Bidder shall be solely responsible for the price/s quoted by him and no communication in this regard shall be entertained after bid opening.
3. Submission of offer against this Enquiry will essentially mean acceptance of terms & conditions mentioned in the enquiry in TOTO, including all the attached Annexures of Buyer Added Bid Specific ATC document. Any deviation shall lead to outright rejection of the offer.
4. Please submit Make in India local content declaration as per attached Format II. Bidder shall clearly mention details like Bid number, Manufacturer / Trader of offered products, Local content percentage, detailed address of value additional location and if the bidder is not manufacturer of offered product, then local content declaration by Manufacturer of the offered product shall be submitted.
5. Check list for Document submission:

S.N.	List of Documents	Document Type	Applicable / Not applicable	Documents to be attached at following packets
1	Please submit duly filled, signed and stamped copy of FORMAT - I - Vendor Updation Form	Desirable	Applicable	Certificates (Requested in ATC)

2	Please submit duly filled, signed and stamped copy of FORMAT - II - Declaration of Local Content as per Make in India policy by Govt. Of India	Mandatory	Applicable	Certificates (Requested in ATC)
3	Please submit duly filled, signed and stamped copy of technical specifications (RCF Technical Catalogue) attached in the buyer specification document in support of acceptance of all the technical specifications.	Mandatory	Applicable	Additional Doc 1
4	Please submit relevant documents against Technical Pre-qualification Criteria	Mandatory	Applicable	Additional Doc 2
5	Please submit relevant documents against Commercial Pre-qualification Criteria	Mandatory	Applicable	Additional Doc 2
6	Please submit duly filled, signed and stamped copy of 'Integrity Pact' attached in the ATC Buyer organization specific Integrity pact.	Mandatory	Applicable	Additional Doc 3
7	Please submit EMD submission acknowledgement receipt or valid document for EMD exemption as per GEM GTC	Mandatory	Applicable	Additional Doc 4
8	Please submit MSE UDYAM registration certificate as per MSE Policy.	Mandatory if reserved item	Applicable if bidder is MSE manufacturer	Certificates (Requested in ATC)
9	Please submit duly filled, signed and stamped copy of FORMAT - V - Declaration of Status of Debarment Listing/Blacklisting/Holiday Listing	Mandatory	Applicable	Certificates (Requested in ATC)
10	Please submit duly filled, signed and stamped copy of FORMAT - VI - Undertaking about Common Directors/Partners/ Interest in Other Associated Units/ Companies	Mandatory	Applicable	Certificates (Requested in ATC)
11	Please submit duly filled, signed and stamped copy of Annexure - IV - HSE Requirement	Mandatory	Applicable	Certificates (Requested in ATC)

6. Technical Pre-Qualification Criteria:

Following are the criterion for selection / pre-qualification of the vendors for the Supply of 2 X15KVA, 1PH, 230V UPS System having following details:

1. BIDDER SHALL BE OEM OF SOLID-STATE UPS SYSTEMS AND ITS ASSOCIATED COMPONENTS.
2. BIDDER MUST HAVE DESIGNED, MANUFACTURED, SUPPLIED, TESTED AND INSTALLED INDUSTRIAL **UPS HAVING OUTPUT RATED NOT LESS THAN 15 KVA @ 115 VOLTS AC**, TO ANY CHEMICAL PROCESS PLANTS IN INDIA.
3. BIDDER SHALL BE IN BUSINESS FOR PROVIDING AFTER SALES SERVICES (AMC) FOR THE ABOVE RATED UPS SYSTEM.

TO SUBSTANTIATE THE ABOVE, BIDDER SHALL SUBMIT DOCUMENTS AS PER FOLLOWING, DATED NOT EARLIER THAN SEVEN YEARS AND NOT LATER THAN ISSUE OF THIS ENQUIRY

- a) BIDDER TO SUBMIT DOCUMENTS SUBSTANTIATING THAT BIDDER HAS MANUFACTURING BASE(S) AND IS HAVING AFTER SALES SERVICE CENTRE(S) IN INDIA.
- b) BIDDER TO SUBMIT PO COPIES AND ALONG WITH RESPECTIVE INVOICE/INSTALLATION REPORT/COMMISSIONING CERTIFICATE/ PERFORMANCE CERTIFICATE FOR SUPPLY OF UPS SYSTEM HAVING SIMILAR DESIGN, HAVING RATED CAPACITY OF **OUTPUT RATE D NOT LESS THAN 15 KVA @ 115 VOLTS AC**, EXECUTED DURING THE LAST SEVEN YEARS ENDING 31.03.2026. PO COPIES SHALL BE ISSUED BY END USER ONLY. IN-CASE PURCHASE ORDER IS NOT ISSUED BY END USER (CHEMICAL PROCESS PLANT), DOCUMENTS SUBSTANTIATING THAT UPS IS BEING USED IN CHEMICAL PROCESS PLANT ALONG WITH OTHER DOCUMENTS, AS MENTIONED ABOVE, SHALL BE SUBMITTED.
- c) SERVICE/WORK ORDER COPY ALONG WITH RESPECTIVE SERVICE REPORT, INDICATING THAT BIDDER IS PROVIDING AFTER SALES SERVICE FOR THE ABOVE RATED UPS IS BEING PROVIDED BY THE BIDDER, IN INDIA, SHALL BE SUBMITTED.

As a proof of execution of submitted PO, bidder shall submit copy of tax invoice along with its proof of payment such as payment advice / CRAC / MOM etc.

As a documentary evidence, bidder shall submit copy of executed Purchase Order along with documentary proof of successful supply of material, such as:

- A) **Completion certificate / Customer Acceptance Certificate OR**
- B) **GeM CRAC (Consignee Receipt and Acceptance Certificate) document OR**
- C) **Tax Invoice with Proof of receipt of payment like bank statement for the submitted tax invoice**

Note:

Submitted Purchase Order (PO) / Work Order / Contract shall be issued and executed during last seven years ending 31.03.2026.

The document submitted as proof of execution must be specifically for the same concerned Purchase Order (PO)/Work Order/Contract submitted, clearly indicating the corresponding PO/Work Order/Contract number.

The Vendor will be pre-qualified based for the above job based on above criteria and offers of only those bidders who satisfy these criteria shall be considered.

7. Commercial Pre-qualification Criteria:

A) Turnover / audited annual reports :

For Non-MSEs:

Chartered Accountant (CA) certified last three years Annual financial audited reports or Turnover certificate as below:

Average annual turnover ending 31st March of financial years i.e. FY 2022-2023, FY 2023-2024 & FY 2024-2025 should be at least: **₹ 36.40 lakhs.**

Bidder shall submit audited annual reports certified by Chartered Accountant (CA) or Turnover certificates for above financial years. Turnover certificates should be issued by practising CA with membership number, seal and signed. Certificate / document issued by Chartered Accountant will be valid and accepted only with 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 **₹ 36.40 lakhs.**

Relaxation in Turn Over Criteria for eligible MSEs & Start-up :

Relaxation of 25% in Annual financial turnover to be provided to the qualifying MSEs/ STARTUPS.

Bidder shall submit audited annual reports certified by Chartered Accountant (CA) or Turnover certificates for above financial years. Turnover certificates should be issued by practising CA with membership number, seal and signed. Certificate / document issued by Chartered Accountant will be valid and accepted only with 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 **₹ 27.30 lakhs.**

B) Net worth:

Net worth of the Bidder firm should not be negative on '31st March 2025'. [i.e. The net worth of the Bidder should not be negative in the balance sheet of last financial year (FY 2024-25)].

AND

Net Worth of bidder should not have eroded by more than 30% (thirty percent) in the last three years, ending on '31st March 2025'. [i.e. The net worth of last financial year (FY 2024-25) should not be less than 70% compared to the 3rd last financial year (FY 2022-23)].

The bidder to submit the documentary proof e.g. audited balance sheet, P&L account etc. for the same with Net Worth Certificate duly certified by practising CA with membership number, seal, signed and UDIN number.

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

- The Net Worth in each of these years should not be negative.
- Net Worth in respect of the immediate previous financial year should not have eroded more 30 percent than that of its 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.

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

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

9. EARNEST MONEY DEPOSIT (EMD) of ₹ 1, 50,000.00 /- (One Lakh fifty thousand only) shall be deposited as per following instructions.

EMD shall be deposited online through EMD gateway portal with ICICI bank. For paying EMD, please log on to <http://www.rcfltd.com> and then go to 'portal' and 'EMD payments'. Kindly use the GEM enquiry number on the portal for EMD payment. Please submit EMD payment receipt along with the offer. EMD payment by any other mode may not be considered.

If bidder is facing problem while submitting EMD on ICICI Portal, then details of bank account for acceptance of EMD is as under:

Name of Bank : State bank of India

Branch : Commercial Branch Fort Mumbai
IFSC Code : SBIN0006070
Account no : 00000030038480740

EMD can also be submitted in the form of Bank Guarantee (BG) – refer FORMAT IV (applicable only for EMD value more than Rs. 5 lakh).

SPECIAL NOTE:

- A) Bidder is required to deposit EMD in the first instant itself at the time of offer submission only. Any offer without EMD or acceptable proof of exemption from EMD, shall be treated as non-responsive offer and shall be summarily rejected. No correspondence in this regard shall be entertained.
- B) A bidder's EMD shall be forfeited if the bidder withdraws or amends its bid or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security or to sign the contract within the specified period
- C) All MSE bidders with Valid MSE document/Udyam Certificate except Traders, shall be exempted from submission of EMD irrespective of manufacturer of the offered product

10. Bidder shall quote their prices as mentioned below ;

- a. **In Supply Portion:** Bidder shall quote all-inclusive lump sum price for Supply of 2X15KVA, 1PH, 230V UPS & Buyback of old existing UPS System as per GeM Bid as detailed in technical annexure of Buyer Specification Document.
- b. **In Service Portion:** Bidder shall quote all-inclusive lump sum Price for Removal of existing UPS system and Installation & Commissioning of new 2X15KVA, 1PH, 230V UPS as per GEM Bid in ICT portion only.
- c. **CAMC** rates shall be quoted separately as per GeM bid.

After price bid opening, bidder shall provide price breakup of the above mentioned line items.

11. Payment Terms:

- **For supply part: 80%** of the payments will be released after complete supply of material & Buyback of old existing UPS System as per GeM Bid. It may be noted that no payment will be released on receiving materials partly.

- **For service part:** The remaining **20%** payment of the supply part and **100%** payment of the ICT charge will be released as per GeM once Removal of existing UPS system and Installation & Commissioning of new 2X15KVA, 1PH, 230V UPS is complete and performance is satisfactory certified by user dept.

Note:

- a. If site readiness from RCF end will not be given within six months from the date of complete supply of material, then 20% balance payment of supply part shall be released subject to receipt & confirmation of bank guarantee of the 110% of amount payable valid for complete guarantee period plus 2 months claim period.
- b. 15 days shall be allowed for Installation of 2X15KVA, 1PH, 230V UPS after site readiness communication to vendor. It may be noted that complete system may be required to be installed in stages and therefore stage clearances may be given. However, total time for installation, testing and commissioning, adding all stages together, shall not exceed 15 days, except for limitation at RCF end.

12. **Early Payment Request and Interest Levy:**

Should the Seller / Service Provider / Contractor requests early payment prior to the stipulated payment terms outlined in the Contract, such early payment, if agreed upon by RCF, shall be subject to an interest rate of twelve percent (12%) per annum on the amount paid early. This interest shall be calculated from the date of early payment until the date the payment would have ordinarily fallen due as per the Contract. RCF shall deduct such interest from the payment due to the Seller / Service Provider /Contractor.

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

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

SPECIAL NOTE:

- A) If the SD is not deposited within the stipulated 14-day period, the SD will be recovered along with Interest from the due date of Deposit from the first payment. The interest rate shall be the applicable Secured Overnight Financing Rate (SOFR) + 2% or MCLR (6 months) + 2%; as applicable.
- B) The bank guarantee shall be directly sent from your banker to: D.G.M. Finance, Rashtriya Chemicals and Fertilizers Limited, Administrative Building, Finance Department, Mahul Road, Chembur East, Mumbai 400 074. Ph no. 022 25522690

C) Bank details for security deposit:

Details of RCF's bank details along with IFSC code

Name of Beneficiary : Rashtriya Chemicals & Fertilizers limited .Mumbai.

Name of Bank : State Bank Of India, Commercial Branch, Fort, Mumbai—400 0

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Bank Account : 30038480740

Branch Code : 06070

IFSC : SBIN0006070.

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14. Unloading of material at consignee location shall be in supplier's scope - Mandatory

15. **For Start-up bidders:**

No additional 10% quantity is possible to award against the subject procurement. Hence relaxation as mentioned below shall be given to eligible start-ups;

Start-up bidders must submit the following documents:

a) Start-Up registration certificate issued by the Department of Industrial Policy and Promotion (DIPP). Year of incorporation of Start-Up shall not be more than ten years from the due date of the tender.

b) Certificate from a Chartered Accountant (CA) with Unique Document Identification Number (UDIN), verifying that the Start-Up has not exceeded the financial turnover limit of Rs 100 crores (or as revised by the Government of India) in any of the preceding financial years since incorporation.

Start-up bidders has to submit all the requisite documents required for techno-commercial pre-qualification as specified in the bid/NIT document.

Following relaxations will be given to Start-up bidders:

1) 25% relaxation in average turnover criteria

No relaxation or exemptions will be provided in respect of other pre-qualification criteria, including technical requirements.

Exemption from Earnest Money Deposit (EMD): Start-up bidders are not required to submit EMD.

16. **Defect Liability Clause (Warranty):**

a. The UPS Manufacturer shall warrant the UPS against defects in materials and workmanship for 12 months from the date of installation of UPS.

b. The Warranty shall cover all parts and labour charges for free service for 12 months f

from the date of installation of UPS or 18 months from the date of supply, whichever is earlier. Thereafter annual maintenance contract packages shall also be available with OEM.

Warranty certificate shall be submitted along with supply

17. **Liquidated Damages (LD):**

Liquidated Damages (LD) shall be applicable as per GeM ATC.

Note: Both Seller and Buyer agree that the percentages of LD are genuine pre-estimates of the loss/damage which the Purchaser would have suffered on account of delay/breach on the part of the Seller and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/delay

18. Inspection shall be done pre & post –dispatch as per technical annexure at Vendors factory location & at RCF-Trombay stores respectively by RCF User department.

19. **Goods Receipt and Inspection Report :**

In case the supplier does not lift the rejected goods within the stipulated time, a ground rent (at 0.2% per day of the value of goods as per contract shall be applicable. If the supplier does not respond within a reasonable time (i.e. three months), the procuring entity may treat the material as scrap and dispose it off as deemed fit, under intimation to the supplier, to recover its dues

20. **Delivery Schedule:** The delivery period shall be **112 days** from the date of GeM Contract.

21. **Delivery Instructions:** Kindly deliver the material to RCF Stores Dept. through material Gate No -2, Trombay Unit, RCF Limited, Mahul Road, Mumbai- 400 074.

Documents to be submitted along with supply of material.

- a) Original Tax Invoice
- b) Delivery Challan
- c) Material Test Certificate
- d) Any other relevant document as mentioned in Technical specifications/ATC.

22. **Adoption of ZED and LEAN certification schemes by MSME vendors WITH reference to the DPE's letter vide F. No. DPE/7/4/2007-Fin.(Pt.III) (FTS-13990) dated 10.03.2025**

MSME Sustainable (ZED) Certification Scheme: This scheme encourages MSMEs to improve their processes and systems to enhance quality and move towards sustainable

bility through minimizing environmental impact.

- **MSME Competitive (Lean) Scheme:** This scheme aims to enhance MSMEs' productivity, efficiency, and competitiveness by reducing wastages in processes, inventory management, space management, energy consumption, etc.
- **Importance of ZED and LEAN Certification :** The Ministry of Micro, Small & Medium Enterprises, Government of India, aims to promote the adoption of ZED and LEAN certification schemes among MSMEs to enhance their competitiveness, productivity, and sustainability.
- **For more information on the ZED and LEAN Certification Schemes, please visit:**
ZED: <https://zed.msme.gov.in/>
Lean: <https://lean.msme.gov.in/>

23. Disputes and Arbitration Clause

A. Clause of arbitration in case of Domestic vendor

In case of any dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the arbitration. Both the parties shall appoint the sole arbitrator with mutual agreement in line with the Arbitration and Conciliation Act, 1996. The provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time shall apply to the proceedings conducted under the arbitration. In case the party (parties) fail to appoint the sole arbitrator within 30 days from the date of request, the requesting party may approach the Court of Competent jurisdiction to appoint an Arbitrator.

The decision of such arbitrator shall be final and binding on the parties. The venue of Arbitration shall be at Mumbai. The language of the Arbitration shall be English.

B. Clause of arbitration in case of foreign vendor

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore 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. Clause of arbitration in case of PSU/Govt vendor

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018".

24. As per notification ref D.O. No. DPE-7(4)/2007-Fin dt. 20.01.2020 all MSEs have to mandatorily onboard on TReDS platform. Therefore if you are not onboarded yet, please onboard on TReDS by availing services of any of the following service providers:

A. Receivables Exchange of India (RXIL)

Vendor can register with M1 Exchange by clicking link <https://onboarding.rxil.in/customerrapp/home>

Vendors can call them on (022) 6903-3000 for instant support between 9.00 AM to 6.00 PM (Monday to Friday excluding Holiday) or mail at support@rxil.in; info@rxil.in

B. Invoice Mart

Vendor can register with M1 Exchange by clicking link <https://www.invoicemart.com/TReDSCore/Home/login.aspx>

Contact Gauri Mahamulkar Gauri.Mahamulkar@invoicemart.com or Phone No. (Mobile) +91 8369204066

Vendors can call them on (022) 6235-7373 for instant support between 9.00 AM to 6.00 PM (Monday to Friday excluding Holiday) or mail at helpdesk@invoicemart.com

C. M1 Exchange

Vendors can contact: Shaiwal Sinha shaiwal.sinha@m1xchange.com;

Vendor can register with M1 Exchange by clicking link [M1xchange | Vendor Self Registration](#)

- a. Vendors can call them on 1800-103-7261 for instant support between 9.00 AM to 6.00 PM (Monday to Friday excluding Holiday) or mail at helpdesk@m1xchange.com

25. **Bidder shall confirm HSN Code and GST Rate for quoted item.**

Note : Bidder shall ensure that the quoted price is inclusive of GST

26. **For New Vendor Registration :**

In order to register the bidder as vendor in RCF's ERP (SAP) System and release of PO & Payment, bidder needs to submit the duly filled, signed and stamped copy of Vendor Form along with GST No, Bank Details, MSE Udyam Certificate.

In case of non-submission of above said documents, RCF shall register the bidder as vendor based

on the details available on GeM Portal.

Bidder is solely responsible for the accuracy and completeness of information submitted and available on GeM Portal. RCF is not liable for any consequences arising from inaccuracies in this regard

27. **Grievances during Tendering Process :**

Any supplier, contractor, or consultant who claims to have suffered or is likely to suffer loss or injury due to a decision, action, or omission by RCF, may submit a review application to the following e-Mail ID :

GC-TROM-PUR@rcfltd.com

The review application against subject tender can only be submitted by bidder who have applied against tender.

28. **VIMS (Vendor Invoice Management System)**

A Vendor Invoice Management (VIM) system is secure online platform, designed to streamline the process of managing invoices from vendors. It ensures efficient invoice capture, approval, and payment processing within an organization. The system integrates with enterprise resource planning (ERP) platforms like SAP to centralize financial data and Government e Market place (GeM Portal). Invoices from vendors are uploaded with respect to purchase orders and goods receipts and services ordered and consumed. It also provides transparency, allowing for better tracking, auditing, and reporting.

Successful bidder is advised to upload complete set of Payment related documents as mentioned in GeM Bid at VIMS portal of RCF (<https://vims.rcfltd.com/>).

Bidders may refer Annexure - V of Buyer ATC Document for Help Manual for VIMS

8. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of

Single Bid / Proprietary Article Certificate (PAC) Buying.

3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

Additional Clause For Comprehensive Maintenance Charges

- 1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC. Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- 2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
- 3.GST shall be included in the CMC Charges quoted.
- 4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
- 5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
- 6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available. Under this option up to 15 years can be chosen for CMC charges beyond warranty period.
- 7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.
- 8.The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to R/A

decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1. Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A15 are to be indicated for 6th to 15th year of CMC if applicable.

8.2. The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3. In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C + C * \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$ and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4. CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5. The CMC charges shall be offered within range of 3 to up to 50% of cost of equipment as defined by buyer.

9. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11. In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13. CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

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

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

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

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

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

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---