

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-06-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-06-2024 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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	Trombay Unit
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	FABRICATION & SUPPLY OF STORAGE TANK (T-104)
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	Experience Criteria,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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 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.

FABRICATION & SUPPLY OF STORAGE TANK (T-104) (1 pieces)**Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	BANDAVATH KISHAN	400074,CHIEF MANAGER STORES MAHUL ROAD RCF GATE NO 2 CHEMBUR MUMBAI	1	42

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

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.

3. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

4. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

RCF Buyer Details: Mr. Sunny B. Tondale (Tel:+91 022 2552 2536), e-mail: sbtondale@rcf ltd.com

Indentor - NU plant

IMPORTANT INSTRUCTIONS FOR BIDDERS:

1. Bidders shall ensure that all documents related to RCF Technical Specifications and Pre-Qualification (Technical or Commercial) are submitted at the first instan

ce itself along with the offer. RCF reserves the right to summarily reject any bid for not complying with this condition. In such scenario, no further correspondence with the bidder shall be entertained. Non-acceptance or deviation with reference to the terms and conditions of GeM Bid may result in rejection of offer.

2. 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.

3. Check list for Document submission:

S.N.	List of Documents	Document Type	Applicable / Not applicable
1	Please submit duly filled, signed and stamped copy of FORMAT – I - Vendor Updation Form	Desirable	Applicable
2	Please submit relevant documents against Technical Pre-qualification Criteria	Mandatory	Applicable
3	Please submit duly filled, signed and stamped copy of technical specifications attached in the buyer's specification document in support of acceptance of all the technical specifications.	Mandatory	Applicable

4. Technical Pre - qualification Criteria:

- a) Vendor shall submit copy of Purchase Order on vendor name clearly showing order for at least one SS Tank having minimum capacity as 1.0 Cu Meter to any industry within last seven years as pre-qualification criteria.
- b) Vendor shall submit documentary evidence confirming supply of ordered tank to customer as per submitted PO. The documentary evidences may be Performance report by end user/consultant, order completion certificate, Delivery details signed by customer/customer representative, Payment confirmation details.

5. **Confidentiality Agreement:** Successful bidder shall sign Confidentiality agreement along with acceptance of purchase order.

6. EARNEST MONEY DEPOSIT (EMD) : NOT APPLICABLE

7. Payment Terms shall be as follows:

100% payment along with 100% taxes and duties will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of supply bills.

8. Disputes and Arbitration Clause (between CPSEs inter-se and Government Departments/Organizations):

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 relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

9. Limitation of Liability:

Notwithstanding anything contained elsewhere in CONTRACT/Purchase order or implied to the contrary, the aggregate total liability of Supplier under the CONTRACT/Purchase order or otherwise shall be limited to 100% of CONTRACT / ORDER price. However, this excludes the liability on account of (a) infringement of any Patent Rights; and (b) violation/breach of performance that represents according to applicable law a case of criminal offence.

10. Consequential Damages:

Notwithstanding anything contained elsewhere in purchase order or implied to the contrary:

- a) Seller shall, in no circumstances, be liable in respect of any indirect or consequential loss or loss of profit suffered by Buyer in connection with or arising out of performance of work under the purchase order.
- b) Buyer shall, in no circumstances, be liable in respect of any indirect or consequential loss or loss of profit suffered by Seller in connection with or arising out of performance of work by Seller under the purchase order.

11. Right of cancellation of CONTRACT clause:

RCF reserves the right to cancel this CONTRACT or any part thereof and shall be entitled to rescind the CONTRACT wholly or in part forthwith by a written notice to the CONTRACTOR if:

- The CONTRACTOR does not adhere to any terms and conditions of the CONTRACT including General & Special, Terms & Conditions.
- The CONTRACTOR fails to execute the job in time.
- The quality of the supply/part supply received is poor or not in conformity with the requirement.
- The CONTRACTOR attempts for any corrupt practices.
- The CONTRACTOR becomes bankrupt or goes into liquidation.
- The CONTRACTOR makes a general assignment for the benefit of creditors.
- A receiver is appointed for any of the property owned by the contractor.
- Upon receipt of said cancellation notice; the CONTRACTOR shall discontinue all work on the CONTRACT and matters concerned with it.
- RCF in that event will be entitled to get the job executed from any sources and recover the excess payment over the CONTRACTOR'S agreed price, if any, from the CONTRACTOR.
- RCF also reserves the right to cancel the CONTRACT due to Force Measure conditions and the CONTRACTOR will have no claim of compensation whatsoever.

12. Termination of CONTRACT for Convenience clause:

- RCF may by written notice sent to the CONTRACTOR, terminate the CONTRACT, in whole or in part, at any time for their convenience. The Notice of termination shall specify that termination is for RCF's convenience, the extent to which performance of work under the CONTRACT is terminated and date upon which such termination becomes effective.
- The work that is complete, at the time of receipt of notice of termination shall be taken over by RCF at the CONTRACT terms and prices.
- For the balance work RCF may opt:
 - a) to have any portion completed at the CONTRACT terms and conditions.
 - b) to cancel the reminder and pay the CONTRACTOR an agreed amount for material brought to site for execution of work.

13. "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:

1. Receivables Exchange of India (RXIL)

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

Vendors can call them on [tel://(022)%206903-3000](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

2. 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 [tel:/(022)%206903-3000](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

3. M1 Exchange

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

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

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

14. **Delivery Period: Complete supply of Tank should reach RCF preferably within 6 weeks from the date of issue of order. Any offer quoting delivery period for complete supply above 6 weeks shall be rejected.**

7. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

8. 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.

[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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---