

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-02-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	09-02-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Coal India Limited
संगठन का नाम/Organisation Name	Mahanadi Coalfields Limited
कार्यालय का नाम/Office Name	Mcl Sambalpur Odisha
कुल मात्रा/Total Quantity	36
वस्तु श्रेणी /Item Category	BRG SUCTION,PART NO-FMVT700020H48031003 , BOWL BUSH,PART NO-FMVT700020H48031008 , BRG INTER BOWL,PART NO-FMVT700020H48031009 , IMPELLER,PART NO-FMVT700020H48031012 , DISCH CASE BEARING,PART NO-FMVT700020H48031015 , PUMP SHAFT,PART NO-FMVT700020H48031019 , PUMP SHAFT COUPLING,PART NO-FMVT700020H48031020 , LINE SHAFT,PART NO-FMVT700020H48031022 , LINE SHAFT SLEEVE,PART NO-FMVT700020H48031023 , LINE SHAFT BRG,PART NO-FMVT700020H48031024 , BRG RETAINER,PART NO- , LINE SHAFT COUPLING,PART NO-FMVT700020H48031027 , TOP SHAFT SLEEVE,PART NO-FMVT700020H48031034 , TOP SHAFT,PART NO-FMVT700020H48031046 , ADJUSTING NUT,PART NO-FMVT700020H48031047 , IMPELLER WEARING RING,PART NO-FMVT700020H48031056 , BOWL WEARING RING,PART NO-FMVT700020H48031068 , INTER BOWL,PART NO-
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Spares for Flowmore make Vertical Pump
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Shaft and Shaft Assembly as per Drawing (RCF)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Shaft and Shaft Assembly as per Drawing (RCF)
बीओक्यू शीर्षक /BOQ Title	Spares for Flowmore make Vertical Pump for IWSS Lingaraj Area
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Complete

बिड विवरण/Bid Details	
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ में है/ Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
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	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	No
बिड का प्रकार/ Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/ Primary product category	IMPELLER,PART NO-FMVT700020H48031012
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	7 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
अनुमानित बिड मूल्य / Estimated Bid Value	5189270.66
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	5

(a) 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 :

MAHANADI COALFIELDS LIMITED, LINGARAJ AREA
OFFICE OF THE GENERAL MANAGER, MAHANADI COALFIELDS LIMITED, LINGARAJ AREA, PO-DEULBARA COLLIERY,
TACLHER, DIST-ANGUL, ODISHA-759102
(Staff Officer Mm Lingaraj Area)

UIN Number NCTGC2415P

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE

सक्षम प्राधिकारी का नाम/Name of Competent Authority	HEAD OF TECHNICAL DEPARTMENT
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	IWSS INCHARGE
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	MCL LINGARAJ AREA
सीए अनुमोदन संख्या/CA Approval Number	2205962
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	02-09-2025
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	PAC certificate provided by IWSS Incharge MCL Lingaraj Area to procure the items on PAC basis

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	HIMANI PANDE
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सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	ADDITIONAL SECRETARY
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	MINISTRY OF COMMERCE AND INDUSTRY
सीए अनुमोदन संख्या/CA Approval Number	P-45021/2/2017-PP
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	19-07-2024
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Exemption for Purchase Preference to MII on procurement of spare parts of the equipment from OEMs, OES or OPMs. PAC submitted by indenting authority. Competent Authority has approved for single tender exclusively for OEM or authorized dealers

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
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.

BRG SUCTION,PART NO-FMVT700020H48031003

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	1	60

BOWL BUSH,PART NO-FMVT700020H48031008

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	2	60

BRG INTER BOWL,PART NO-FMVT700020H48031009

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	2	60

IMPELLER,PART NO-FMVT700020H48031012

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	1	60

DISCH CASE BEARING,PART NO-FMVT700020H48031015

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	1	60

PUMP SHAFT,PART NO-FMVT700020H48031019

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	1	60

PUMP SHAFT COUPLING,PART NO-FMVT700020H48031020

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	1	60

LINE SHAFT,PART NO-FMVT700020H48031022

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	5	60

LINE SHAFT SLEEVE,PART NO-FMVT700020H48031023

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	5	60

LINE SHAFT BRG,PART NO-FMVT700020H48031024

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	5	60

BRG RETAINER,PART NO-

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	3	60

LINE SHAFT COUPLING,PART NO-FMVT700020H48031027

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	3	60

TOP SHAFT SLEEVE,PART NO-FMVT700020H48031034

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
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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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	1	60

TOP SHAFT,PART NO-FMVT700020H48031046

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	1	60

ADJUSTING NUT,PART NO-FMVT700020H48031047

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	1	60

IMPELLER WEARING RING,PART NO-FMVT700020H48031056

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	1	60

BOWL WEARING RING,PART NO-FMVT700020H48031068

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	1	60

INTER BOWL,PART NO-

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	1	60

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Scope of Supply

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

3. **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 %.

4. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. **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.

6. **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.

7. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

8. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

MAHANADI COALFIELDS LIMITED, LINGARAJ AREA
payable at
TALCHER, ODISHA

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

9. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

MAHANADI COALFIELDS LIMITED, LINGARAJ AREA
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in

favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

एकल निविदा / Single Tender

Supply of Spares for Flowmore make Vertical Pump Model No-FIG7000-20H, SI. No20104803-10'. for IW SS, Lingaraj Area. (Exclusively for OEM)

आईडब्ल्यूएसएस, लिंगराज क्षेत्र के लिए फ्लोमोर ब्रॉड के वर्टिकल पंप मॉडल नंबर-FIG7000-20H, सीरियल नंबर 20104803-10' के स्पेयर पार्ट्स की आपूर्ति। (केवल OEM के लिए)

1. **योग्यता मापदंड (Qualification Criteria):** निविदा में भाग लेने वाले बोलीदाता को निम्नलिखित में से कोई एक होना चाहिए:

a) **उपकरण का मूल उपकरण निर्माता (ओईएम):** बोलीदाता उस उपकरण का मूल निर्माता होना चाहिए जिसमें निविदा में मांगी गई वस्तुएं लगाई जानी हैं।

ओईएम का नाम: मेसर्स फ्लोमोर लिमिटेड

या

b) **ओईएम द्वारा अधिकृत विक्रेता/डीलर/वितरक:** यदि मूल उपकरण निर्माता (ओईएम) अपनी नीति के अनुसार सीधे बोली नहीं लगाता है, तो बोलीदाता को उस ओईएम द्वारा अधिकृत विक्रय एजेंट/डीलर/वितरक होना चाहिए।

1. **Qualification Criteria:** The bidder should be either of the following:

a) Original Equipment Manufacturer (OEM) of the equipment in which tendered items are to be fitted. **Name of the OEM: M/s.Flowmore Limited**

OR

b) Selling Agent/Dealer/Distributor authorized by the Original Equipment Manufacturer (OEM) in which tendered items are to be fitted, if the OEM does not quote directly as a matter of policy

2. **Inspection:-** सामग्री को स्वीकार करने से पहले, उसका अंतिम निरीक्षण प्राप्तकर्ता के स्थान (consignee's end) पर लिंगराज क्षेत्र के **अमला अधिकारी (उत्खनन)** के अधिकृत प्रतिनिधि द्वारा क्षेत्रीय स्तर पर किया जाएगा।

Inspection:- Final inspection of materials shall be carried out at the consignee's end by the authorized representative of **SO(E&M), Lingaraj Area** at area level before acceptance of materials.

3. **वारंटी: मशीन में उपयोग की तारीख से 12 महीने या आपूर्ति की तारीख से 18 महीने, जो भी पहले हो।**

3.1. आपूर्तिकर्ता (Supplier) यह वारंटी देता है कि अनुबंध के तहत दी गई सभी वस्तुएं **नई, अप्रयुक्त, सबसे नवीनतम या वर्तमान मॉडल की हैं**, और उनमें डिजाइन व सामग्री के सभी नवीनतम सुधार शामिल हैं, जब तक कि अनुबंध में अन्यथा न कहा गया हो। आपूर्तिकर्ता यह भी वारंटी देता है कि इस अनुबंध के तहत दी गई वस्तुओं में डिजाइन, सामग्री या कारीगरी से उत्पन्न कोई दोष नहीं होगा, और न ही आपूर्तिकर्ता के किसी कार्य या चूक के कारण कोई ऐसा दोष उत्पन्न होगा जो क्रेता (purchaser) के देश में सामान्य उपयोग के दौरान सामने आ सकता है।

3.2. **वारंटी खंड:** आपूर्तिकर्ता बिल के साथ एक गारंटी/वारंटी प्रमाणपत्र प्रस्तुत करेगा, जिसमें आदेशित सामग्री के संतोषजनक प्रदर्शन के लिए **सामग्री की प्राप्ति और स्वीकार करने की तारीख से 18 महीने तक या उपयोग/फिटमेंट/चालू होने की तारीख से 12 महीने तक की अवधि, जो भी पहले हो**, की गारंटी दी जाएगी। खराब हुई सामग्री के वारंटी प्रतिस्थापन (replacement) के सभी मामलों का निर्णय उपयोगकर्ता और निर्माता के प्रतिनिधियों के बीच संयुक्त निरीक्षण के आधार पर लिया जाएगा।

3.3. इस वारंटी के तहत उत्पन्न होने वाले किसी भी दावे की सूचना क्रेता आपूर्तिकर्ता को तुरंत लिखित में देगा। आपूर्तिकर्ता को **तीस दिन के भीतर** दोषपूर्ण वस्तुओं या उनके हिस्सों की मरम्मत या प्रतिस्थापन, अंतिम गंतव्य पर **बिना किसी लागत के**, करना होगा। आपूर्तिकर्ता बदले गए हिस्सों/वस्तुओं को उनके प्रतिस्थापन के समय वापस ले लेगा। इसके बाद बदले गए हिस्सों/वस्तुओं के लिए क्रे

ता पर कोई भी दावा नहीं किया जाएगा।

3. Warranty: 12 months from the date of use in the machine/ 18 months from the date of supply.

- 3.1** The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.
- 3.2** Warranty Clause: The Supplier shall furnish Guarantee/Warranty certificate along with the bill for satisfactory performance of the ordered materials for a period of 18 months from the date of receipt and acceptance of materials at consignee's end or 12 months from the date of use/fitment/commissioning, whichever is earlier. All cases of warranty replacement of failed item will be decided based on joint inspection of the failed item held between the user and the manufacturer's representatives.
- 3.3** The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.

4. मूल्य प्रमाणपत्र: सबसे कम बोली लगाने वाले निविदाकर्ता (tenderer) को जब आपूर्ति आदेश (Supply Order) दिया जाता है, तो उन्हें अपने सभी चालानों (invoices) में निम्नलिखित प्रारूप में एक मूल्य प्रमाणपत्र प्रस्तुत करना होगा:
'यह प्रमाणित किया जाता है कि हमारे द्वारा आदेशित वस्तुओं के लिए लगाए गए मूल्य किसी भी अन्य व्यक्ति/संगठन, निजी कंपनी, सरकारी विभाग, केंद्रीय/राज्य सरकार के उपक्रम पर लागू होने वाले सबसे कम मूल्य हैं।'

4. Price Certificate: In the event of placement of Supply Order on the lowest tenderer they shall have to submit a price certificate in all their invoices in the following format:

"It is certified that the prices charged by us for the ordered items are the lowest prices applicable to any other person/organization, private Co., Government department, undertaking of Central/State Government"

5. बोली लगाने वाले को निम्नलिखित पुष्टिकरण दस्तावेजों की स्कैन की गई प्रतियां जमा करनी होंगी |
The scanned copies of the following confirmatory documents shall be submitted by bidder:

A) योग्यता मापदंड (Qualification Criteria):

SI No	Category of Bidder	Scanned copy of documents to be uploaded by all the bidders in support of Basic Eligibility Criteria (Self certified copy)
a	मूल उपकरण निर्माता/ Original Equipment Manufacturer (OEM) Name of the OEM: M/s.Flowmore Limited	स्व-घोषणा कि वे उन उपकरणों के मूल उपकरण निर्माता (Original Equipment Manufacturer) हैं, जिनके लिए उन्होंने निविदा में उद्धृत (quoted) वस्तुओं के लिए बोली लगाई है। Self Declaration to the effect that they are Original Equipment Manufacturer for the equipment for which they have quoted for the tendered items

b	<p>मूल उपकरण निर्माता (OEM) द्वारा अधिकृत विक्रय एजेंट/ डीलर/ वितरक</p> <p>Selling Agent/ Dealer/ Distributor authorized by the Original Equipment Manufacturer (OEM)</p>	<p>नीचे दिए गए सभी दस्तावेजों की स्व-प्रमाणित (self-certified) स्कैन की गई प्रतियां बोली लगाने वाले (bidder) को जमा करनी होंगी।</p> <p>All of below specified documents at SI. 1 to 4 (Self certified)</p> <p>(1) बोली लगाने वाले को ओईएम से एक विशिष्ट प्राधिकरण और वचन पत्र प्रस्तुत करना होगा, जैसा कि संलग्न परिशिष्ट-बी (Annexure-B) में दिए गए प्रारूप के अनुसार है।</p> <p>(2) ओईएम द्वारा अधिकृत भारतीय विक्रय एजेंट/ डीलर/ वितरक को संलग्न परिशिष्ट-सी (Annexure-C) में दिए गए प्रारूप के अनुसार एक वचन पत्र जमा करना आवश्यक है।</p> <p>(3) निविदा खुलने की तारीख तक, बोली लगाने वाले के न्यूनतम 3 साल के अस्तित्व की पुष्टि करने वाले निम्नलिखित में से कोई एक सहायक दस्तावेज प्रस्तुत करना होगा (एजेंट के रूप में नियुक्ति की तारीख के बावजूद):</p> <p>a. निगमन/पंजीकरण/आर्टिकल ऑफ एसोसिएशन/पार्टनरशिप डीड्स जैसे दस्तावेज, जो संबंधित अधिकारियों द्वारा जारी किए गए हों और 3 साल के अस्तित्व की पुष्टि करते हों।</p> <p>b. निविदा खुलने की तारीख से पिछले तीन वित्तीय वर्षों के ऑडिटेड लाभ और हानि खाते (Audited Profit & Loss Accounts)।</p> <p>c. कोई भी अन्य दस्तावेज जो निविदा खुलने की तारीख तक बोली लगाने वाले के न्यूनतम 3 साल के अस्तित्व की पुष्टि करता हो।</p> <p>(1) Specific authorization & undertaking from OEM to quote against this tender as per format enclosed as Annexure-B. Note: (The authorization should be pre-dated (from tender opening date), properly signed and valid. The validity should correspond to the delivery period stipulated in Tender Enquiry)</p> <p>(2) Indian selling agents/dealers/distributors authorized by OEM is required to submit an undertaking as per format enclosed as Annexure-C</p> <p>(3) Any one of the following supporting documents confirming the bidder's existence for minimum 3 years on the date of tender opening (irrespective of date of appointment as Agent):</p> <p>a. Documents like Certificate of Incorporation/ Registration / Article of Association / Partnership Deeds etc. issued by the appropriate authorities confirming existence for 3 years.</p> <p>b. Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening.</p> <p>c. Any other documents confirming the bidder's existence for minimum 3 years on the date of tender opening.</p>
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योग्यता मापदंडों के लिए आवश्यक दस्तावेज बोली जमा करने की अंतिम तिथि से पहले, बोली खुलने की तारीख को वैध होने चाहिए।

The documents against qualification criteria must be valid on the date of bid opening prior to bid submission end date.

B) अन्य योग्यता मापदंड: निम्नलिखित सभी निर्दिष्ट दस्तावेज:

Other Qualification Criteria: All the following specified documents:

SI No.	Other Qualification Criteria	Scanned copy of documents to be uploaded by all the bidders in support of Other Eligibility Criteria (preferably Self certified copy)
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2	<p>परिशिष्ट-के में न्यूनतम मूल्य प्रमाणपत्र प्रारूप Lowest Price certificate format at Annexure-K</p>	<p>निविदाकर्ता (bidder) को न्यूनतम मूल्य प्रमाणपत्र इस प्रकार जमा करना होगा:</p> <p>"हम प्रमाणित करते हैं कि निविदा में उद्धृत मूल्य सबसे कम हैं और भारत सरकार के किसी भी संगठन/मंत्रालय/विभाग, या कोल इंडिया लिमिटेड और /या इसकी सहायक कंपनियों, या किसी अन्य सार्वजनिक क्षेत्र के उपक्रम (PSU) या किसी अन्य निजी संगठन पर लागू होने वाली कीमतों से अधिक नहीं हैं।"</p> <p>Bidder shall submit Lowest Price certificate as under: <i>"We certify that the prices quoted in the tender are the lowest and not higher than as applicable to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization."</i></p>
2	<p>निविदाकर्ता (bidder) द्वारा ऑनलाइन जमा की गई योग्यता जानकारी का समर्थन करने के लिए कोई अन्य दस्तावेज। Any other document to support the qualification information as submitted by the bidder online</p>	

C) तकनीकी विशिष्टता मापदंड/ ssTechnical Specification Parameters:

Item No.	Item Description	Documents as Technical Specifications Provision (self Certified copy)
01 to 41	तकनीकी विनिर्देश मापदंडों के समर्थन में दस्तावेज़ Documents in support of Technical Spec. Parameters	लागू नहीं Not Applicable

नोट: तकनीकी विनिर्देशों से संबंधित प्रमाण पत्र बोली जमा करने की अंतिम तिथि से पहले, बोली खुलने की तिथि को वैध होने चाहिए।

NOTE: The certificates in respect of Technical Specifications must be valid on the date of bid opening prior to bid submission end date.

Security Deposit: The successful tenderers will have to submit Security Deposit for the 5 % value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order. The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within the extended security deposit submission period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/ placement of order to the date of receipt of full SD /deduction of full SD) shall be levied subject to a maximum of 5% of the contract value. Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/ Limited Tenders. Submission of Security Deposit is exempted for the contracts having value up to Rs.2 lakhs. The SDBG will be submitted Through Structured Financial Management System (SFMS). GST shall be applicable on Security Deposit forfeiture and will be extra and recovered from supplier.

liers/bidders

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ANNEXURE-B

Authorization & Undertaking Certificate by Manufacturer

(On Letter Head of the Principal / Manufacturer)

M/s. MCL,

Address

Dear Sir

Sub: GeM Bid No.:

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WHEREAS we, M/s _____ [*name of manufacturer*] who are established and reputable manufacturers of tendered/offered items having factories at _____ [*address (es) of factory(ies)*],

Do hereby authorize M/s _____ [*Name & Address*] our Agent to submit a bid and execute the resultant Contract with you on our behalf against the above Tender.

We, M/s _____ [*name of manufacturer*] also undertake the following:

- i) That, as a matter of our corporate policy, we don't directly quote / market our products and if, subsequently, at any stage, it is found that we have quoted directly to any organization, we shall be liable for penal action as per provisions. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission will be recovered with interest.
- ii) That we will accept the responsibility for the satisfactory execution of orders placed on our authorized agent including warranty/ guarantee obligations.
- iii) That, wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on our authorized agent.
- iv) Our authorized agent's price will not exceed that which we would have quoted.
- v) Letter submitted by our Agent for inspection of goods would be accompanied by a certificate from us that the goods offered for inspection as indicated in the letter have been

manufactured by us.

- vi) We hereby accept to extend our full support and commitment for all the terms and conditions including guarantee and warranty as per the Conditions of Contract, Technical Specifications for the Goods and Services offered for supply by the above bidder on our behalf against this tender for the entire contract period as well as ensure supply of spares & consumables even beyond contract period as stipulated in the relevant clauses of the tender document.
- vii) In the event of failure on the part of our authorized agent in fulfillment of contractual obligations for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support MCL as well as execute the remaining period of the contract ourselves or through another competent Indian Agent/entity fulfilling the eligibility criteria stipulated in the tender document for Indian Agent, as per NIT.
- viii) We also confirm that we are not banned or delisted or debarred or put on holiday by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

We were banned by the organization named "-----" for a period of ----- year(s) effective from ----- to -----for ----- (the reasons to be mentioned).

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of manufacturers].
ANNEXURE-C

Undertaking by the Indian selling agents/dealers/distributors authorized by Manufacturer

(On Letter Head of the Bidder)

GeM Bid No.:

We M/s. undertake the following:

- i) That we will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations
- ii) That we will be responsible for providing the required after sale service
- iii) That our Business Entity is in existence for more than 3 years as on the date of this Tender opening

(Signature)
(Name)
(Designation)
(Seal)

Signed for and on behalf of [Name of Indian selling agents/dealers/distributors authorized by Indian manufacturer].

ANNEXURE-E

Undertaking by the Manufacturer / Indian selling agents/dealers/distributors authorized by Manufacturer

(On Letter Head of the Bidder)

GeM Bid No.:

We M/s. undertake the following:

“The offered product is an exact replacement of/fully interchangeable to the original part on one to one basis and the items shall fit in the intended equipment / subassembly without any modification or alteration and shall function as per OEM design and performance parameters”.

(Signature)
(Name)
(Designation)
(Seal)

Signed for and on behalf of [Name of OEM/ Indian selling agents/dealers/distributors authorized by Indian manufacturer].

ANNEXURE-F

Security Deposit Bank Guarantee Format

..... (name & address of the Purchaser
..... Company)

Re : Bank Guarantee in respect of Agreement dated Day of 20 between ...
..... (Name of Purchaser Company) and (Name of Supplier Company)

Messer's a Company / Firm having its office at No.
..... hereinafter called the Contractor has entered into an agreement dated..... (hereinafter called 'the said agreement') with (Name of the Purchaser Company) hereinafter called ('the Company') to supply stores /materials amounting to Rs on the terms and conditions contained in the said agreement.

It has been agreed that (..... percent) payment of the value of the stores/materials will be made to the Contractor in terms of the said agreement on the contractors furnishing to the company a bank guarantee for the sum of Rs as security for due repayment of the said sum in terms of the said agreement, and also interest as therein provided.

The (Name of the Bank) having its Office at has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We (Name of the Bank) (hereinafter called 'the Bank') do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement regarding repayment of the said sum of Rs..... or any of them including the term for payment of interest for delay in deliveries or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs or such portion as shall then remain unpaid with interest without requiring the company to have recourse to any legal remedy that maybe available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold, payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and contractor regarding the claim.

We, the Bank- further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the day of but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(Note: Inclusion of any additional redundant information by the bidder, which does not contradict the content and spirit of original format uploaded by department, will not be a cause of rejection of their bid)

अस्वीकरण/**Disclaimer**

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

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

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

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

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

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

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

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

[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 कार्यवाई 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---