

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	01-06-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-06-2026 17:30:00
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	970
वस्तु श्रेणी /Item Category	SIZE 16 SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180 , SIZE 16.5 SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180 , SIZE 17 SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180 , SIZE 17.5 SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180 , SIZE 18.5 SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180 , SIZE 19 SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180 , SIZE 19.5 SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180, SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180, SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180, SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180, SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180, SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180, SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180, SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180, SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180, SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180

बिड विवरण/Bid Details

<p>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</p>	<p>Searched String: SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180</p> <p>Enamelled Round Copper Wire as per IS 13730 (Part 0 / Sec 1)</p> <p>Searched String: SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180</p> <p>Enamelled Round Copper Wire as per IS 13730 (Part 0 / Sec 1)</p> <p>Searched String: SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180</p> <p>Enamelled Round Copper Wire as per IS 13730 (Part 0 / Sec 1)</p> <p>Searched String: SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180</p> <p>Enamelled Round Copper Wire as per IS 13730 (Part 0 / Sec 1)</p> <p>Searched String: SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180</p> <p>Enamelled Round Copper Wire as per IS 13730 (Part 0 / Sec 1)</p> <p>Searched String: SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180</p> <p>Enamelled Round Copper Wire as per IS 13730 (Part 0 / Sec 1)</p> <p>Searched String: SWG ISI marked polystermide Enamelled Round Copper Winding Wires Class180</p> <p>Enamelled Round Copper Wire as per IS 13730 (Part 0 / Sec 1)</p>
<p>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</p>	<ul style="list-style-type: none"> • Enamelled Round Copper Wire Conforming To IS 13730 (Part 0/Sec 1) (V2) • Polyester Enamelled Round Copper Wire, Class 155 Conforming To IS 13730 (Part 3)
<p>बीओक्यू शीर्षक /BOQ Title</p>	<p>PROCUREMENT OF SUPER ENAMELLED COPPER WIRES</p>
<p>वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience</p>	<p>Yes Complete</p>
<p>वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience</p>	<p>Yes Complete</p>
<p>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</p>	<p>Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *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</p>

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 मेन् 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	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	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	SIZE 16 SWG ISI marked polysteramide Enamelled Round Copper Winding Wires Class180
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	1211996
Payment Timelines	Payments shall be made to the Seller within 21 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	State Bank of India
ईएमडी राशि/EMD Amount	25000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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 :

Staff Officer(MM)

MCL Sambalpur Odisha, COAL INDIA LIMITED, Mahanadi Coalfields Limited, Ministry of Coal
(Soundar Rajan Balakrishnan)

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	50
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	25
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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. 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. 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.
4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
5. 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.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

SIZE 16 SWG ISI Marked Polyesteramide Enamelled Round Copper Winding Wires Class180

(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

Specification Document	View File
BOQ Detail Document	View File

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

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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	Nikhil Vikram	768211,GM OFFICE CWS(X), IB-VALLEY, AT/PO: BANDHABAHAL DIST: JHARSUGUDA	50	60

SIZE 16.5 SWG ISI Marked Polyesteramide Enamelled Round Copper Winding Wires Class180

(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)

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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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	Nikhil Vikram	768211,GM OFFICE CWS(X), IB-VALLEY, AT/PO: BANDHABAHAL DIST: JHARSUGUDA	300	60

SIZE 17 SWG ISI Marked Polyesteramide Enamelled Round Copper Winding Wires Class180

(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

Specification Document	View File
BOQ Detail Document	View File

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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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	Nikhil Vikram	768211,GM OFFICE CWS(X), IB- VALLEY, AT/PO: BANDHABAHAL DIST: JHARSUGUDA	120	60

SIZE 17.5 SWG ISI Marked Polyesteramide Enamelled Round Copper Winding Wires Class180

(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

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BOQ Detail Document	View File

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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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	Nikhil Vikram	768211,GM OFFICE CWS(X), IB- VALLEY, AT/PO: BANDHABAHAL DIST: JHARSUGUDA	150	60

SIZE 18.5 SWG ISI Marked Polyesteramide Enamelled Round Copper Winding Wires Class180

(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

Specification Document	View File
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BOQ Detail Document[View File](#)

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

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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	Nikhil Vikram	768211,GM OFFICE CWS(X), IB- VALLEY, AT/PO: BANDHABAHAL DIST: JHARSUGUDA	150	60

SIZE 19 SWG ISI Marked Polyesteramide Enamelled Round Copper Winding Wires Class180

(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**Specification Document**[View File](#)**BOQ Detail Document**[View File](#)

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

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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	Nikhil Vikram	768211,GM OFFICE CWS(X), IB- VALLEY, AT/PO: BANDHABAHAL DIST: JHARSUGUDA	100	60

SIZE 19.5 SWG ISI Marked Polyesteramide Enamelled Round Copper Winding Wires Class180

(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

Specification Document	View File
BOQ Detail Document	View File

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

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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	Nikhil Vikram	768211,GM OFFICE CWS(X), IB- VALLEY, AT/PO: BANDHABAHAL DIST: JHARSUGUDA	100	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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, 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. **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.

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

CWS IB VALLEY, MCL
payable at
State Bank of India BANDHBAHAL

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

CWS IB VALLEY, MCL
Account No.
10746824142
IFSC Code
SBIN0008704
Bank Name
State Bank of India
Branch address
State Bank of India BANDHBAHAL

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Qualification Criteria: All the bidders are required to upload the following specified documents depending on the category of bidders:

A. Manufacturer: Any one of the following documents of being manufacturer of the tendered items:

- a. Factory license/Manufacturing license
- b. NSIC registration certificate.
- c. Udyam registration certificate
- d. Valid ISO Certificate.
- e. Valid BIS license/certificate
- f. Valid DGMS approval

B. Indian selling agents/dealers/distributors authorized by manufacturer:

I. Specific authorization & undertaking from their principal manufacturer to quote against this tender as per format enclosed as **Annexure - D**.

II. Undertaking by the Indian Agent, that they are in existence for 3 years on the date of tender opening (irrespective of date of appointment as Agent) **(ANNEXURE-E)**

III. Any one of the following documents of the principal manufacturer of being manufacturer of the tendered items:

- a. Factory license/Manufacturing license
- b. NSIC registration certificate.
- c. Udyam registration certificate
- d. Valid ISO Certificate.
- e. Valid BIS license/certificate
- f. Valid DGMS approval

NOTE: OEM Authorization and the certificates in respect of Micro Small Enterprises (MSME), NSIC Registration, ISO Certificate, BIS License and DGMS approval must be valid on the date of bid opening.

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2. PROVENNESS CRITERIA

The offered product shall be considered proven provided the tendered item(s) have been supplied during the last 5 years but not less than 1 year from the date of tender opening against orders of CIL and its subsidiaries, other PSUs, Government Departments and Private Organizations and their performance has been found satisfactory.

In case, the bidder submits copy of supply order(s) which have been placed against any Rate Contract, the bidder should submit copy of the Rate Contract against which such order(s) were placed.

AND

The bidder should submit satisfactory performance certificate as per the provisions of the supply order for the quoted items from the end user, against supply order(s) submitted against provenness criteria. Satisfactory performance certificate should indicate supply order details.

In case, the Performance Report(s) of the End-User(s) is not available for the supply orders submitted along with the offer issued by CIL/its subsidiaries/Govt. Departments/Government organizations/Private organization, the bidder shall submit self-certification as per the format given as Annexure-C claiming satisfactory performance as per the provisions of the supply order against the Purchase Order(s)/ Rate Contract(s).

Relaxation of Norms for Startups and Micro & Small Enterprises (MSEs in Public Procurement Regarding Provenness Criteria)

a) If bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the Tender Inviting Authority, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (**as per Annexure-A**) has to be enclosed in the tender documents and such MSEs/ Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability may be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/ processing of offers.

b) If required, a techno-commercial team of MCL may visit the manufacturing unit of the vendor.

c) If favourable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered, provided date of such reports are not more than one year from the date of opening of bids.

d) In case there is deficiency in technical capability of the firm, the same shall be communicated to them by tender inviting authority for improvement in the quality of their product for future tenders and clearly indicating that their offer cannot be considered for relaxation against the tender in question and to avoid any future complications. The issues relating to technical capability shall be decided by Head of Technical Department.

e) If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, duly notarized, for relaxation from the criteria of prior experience and prior turnover: -

- Valid BIS/ISI Marking License for the quoted items on them.

OR

- Valid Rate contract as issued by CIL/its subsidiary companies for the quoted items on them.

OR

- Valid DGMS Approval certificate for the quoted items on them.

OR

- Proven Ancillary certificate issued by Subsidiary Companies for the quoted items on them.

OR

- Certificate issued by DIPP (Department of Industrial Policy & Promotion) for being "Start-up". The document(s)/certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a copy of such document(s)/certificate(s) valid on the date of supply, duly notarized, must accompany their bill(s).

03. Warranty/Guarantee clause/ वारंटी/गारंटी क्लॉज: Materials are to be guaranteed against any manufacturing defect for a period of 12 Months from the date of commissioning/installation/use of the item or 18 Months from the date of receipt & acceptance of materials at the Consignees Store/Depot/Commissioning of the materials; whichever is earlier. The supplier shall be responsible for any defect that may, under the conditions provided for as per terms and condition of NIT and under use, arise due to faulty materials design or workmanship and shall remedy such defect at their own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier without any extra cost to Mahanadi Coal Fields Limited.

Gas cylinders should be in good condition and does not contain any leakage

04.0. 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 suppliers/bidders. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.

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) Messers
 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 (..... per cent) 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 may be 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 the 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 the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs or such lesser amount out of the said sum of Rs as may be due to the Company and as the Company may demand. This guarantee shall

It remain in force until the dues of the Company in respect of the said sum of Rs and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs has been fully carried out by the contractor and discharges the guarantee. The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for these provisions have the effect of relieving or discharging the Guarantor. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company out of the said advance of Rs..... and as the Company may require. Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the day of and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause. The Bank has under its constitution power to give this guarantee and (Name of the person) who has signed it on behalf of the Bank has authority to do so. The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below

Name of the Bank: -

Branch: -

IFSC: -

A/C No: -

Customer ID :

Dated this Day of 20 .. .

Place

Signature of the authorized person

For and on behalf of the Bank

1. Bank Details: State Bank of India - (For other than e-PBG Modes of payment of EMD & SD like FD, DD, Banker's cheque, RTGS etc.)

Account Name: CWS IB VALLEY, MCL

Account Number: 10746824142

IFSC Code: SBIN0008704

Bank detail: State Bank of India, Branch: Bandhabahal (08704)

Address: State Bank of India, PO-Bandhbahal-768211, Distt.- Jharsuguda; Odisha.

Our Address:

Office of the General Manager

MCL, CWS IBV

PO-Bandhbahal-768211, Distt.- Jharsuguda; Odisha

~~**05. PERFORMANCE BANK GUARANTEE:** The performance BG @10% of the total landed value of the contract including all taxes, duties and other costs and charges to be submitted for warranty period plus three months. The validity will start from the date of receipt and acceptance of material at consignee's end and should be valid till warranty plus three months~~

06. PAYMENT TERMS FOR SUPPLY, INSTALLATION AND COMMISSIONING:

100 % Payment will be released within 21 Days after delivery & acceptance of the Super enamelled copper wire by the HOD (ERS), CWS IBV and consignee.

07 .Bidder shall submit Lowest Price certificate as under: (ANNEXURE-F)

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"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."

08. BANNED OR DELISTED OR DEBARRED OR PUT ON HOLIDAY SUPPLIERS

The manufacturer as well as the bidder (if bidder is not the manufacturer) will give a declaration as per Annexure - B that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs.

If a bidder and/or manufacturer has been banned or delisted or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSU, this fact must be clearly stated. The bidder needs to submit the self-certificate as per the format provided in the **Annexure-B**.

09. "Product / Product delivery should comply with, ensuring the quality of service, protection of the environment and health & safety during and after their activities, as Per Company / Govt. norms".

10. Clarification/Shortfall documents will be sought (One chances shall be provided): The shortfall information / documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then. However, no new supply order shall be asked for to qualify the bidder. Similarly tender specific authorization documents must be pre-existing at the time of tender opening.

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11. The quoted price should be inclusive of packaging, handling, freight, Taxes and duties (if any), Installation and commissioning charges.

12. MII LOCAL CONTENT CERTIFICATE:

MII (Make in India) certificate if any, as per GeM format indicating the percentage of the local content and the details of locations at which the local value addition is made.

13.0 Documents to be submitted/ दस्तावेज जमा करने होंगे :

Sl/ क्र. सं.	Description/ विवरण
1	Qualification criteria Documents
2	Provenness Criteria (The bidder must submit supply order of the tendered item or item with higher configuration supplied during the last 05 years but not less than 1 year from the date of tender opening against orders of any Govt./Public sector undertakings or any private industry)
3	Technical specification/Brochure of offered product or acceptance of our Technical specification sheet (TPS) with duly signed and official seal.(TPS ATTACHED IN ATC) (Technical specification must be same/similar or higher side.)
4	1. The seller should be registered with OEM for reselling and should provide the authorization certificate i.e. MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF) issued by OEM.
5	ANNEXURE -A (IF APPLICABLE), ANNEXURE-B, ANNEXURE-C, ANNEXURE-D, ANNEXURE -E, ANNEXURE-F
6.	MAKE IN INDIA CERTIFICATE
7.	BIS LICENSE and Manufacturing license must be submitted .

14. Contact Nos.

(i). **For Technical Queries related to Bid, Please Contact-**

Sri. GANESH, Deputy Manager CWS Ib valley- 8919802575

erscwsibv@gmail.com

- (ii). **For Commercial Queries related to Bid, Please Contact-**
Sri. SOUNDAR RAJAN B, Staff Officer (MM), -9437113557
so-mm-cwsi.mcl@coalindia.in
- (iii). **For Supply related Queries, Please Contact-**
Sri. Nikhil Vikram, Depot Officer, 9437493270
depotofficercwsibv@gmail.com

ANNEXURE-A: - PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

(To be submitted by the Startups / MSE firms who claim the relaxation of the prior turnover and prior experience criteria, as per bid terms)

Reference: Mahanadi Coalfields Ltd.

Hqrs _____ TenderNo. _____ Date _____ for supply of _____

1. Name and Address of the Firm
2. (a) Telephone No. office/factory/works
(b) Fax No. / E-mail ID
3. Location of manufacturing works/factories owned by the firm (documentary evidence of Ownership must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.
6. Whether the process of manufacture in the factory is carried out with the aid of power or Without it.
7. Process Flow Chart for the whole manufacturing process of the tendered item
8. Details and stocks of raw materials held.
9. Production capacity of items quoted for with the existing plants and machinery
(a) Normal
(b) Maximum
10. Details of Quality Assurance Plan and Quality Control Infrastructure such as laboratories etc.
11. (a) Details of technical supervisory staff in-charge of production and quality control.
(b) Skilled labour employed.
(c) Unskilled labour employed
(d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.
12. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

(Signature of Tenderer)

NB: Details against sl nos. 5 to 12 inclusive need be restricted to the extent they pertain to the

Items under reference.

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ANNEXURE-B

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SN	<u>Self-Declarations</u> (On Letter Head of the Bidder)
B	<u>Banned/ Delisted/ Debarred/ 'Put on Holiday' Certificate:</u> <i>We have not been Banned or De-listed or Debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs.</i> (<u>Note:</u> If you are banned , the bidder has to upload copies of banning or de-listing or debarring or 'Putting on Holiday letter)

(Signature / Seal)

(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)

ANNEXURE-C

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SELF-DECLARATION OF SATISFACTORY PERFORMANCE OF ITEMS AGAINST THE SUBMITTED ORDERS / RCs

(On The Letter Head of The Bidder)

1. The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily for a period of minimum one year from the date of Supply/commissioning and all the complaints/ claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending
2. We are also submitting the documents related to Proof of Payment against the submitted supply orders.

(Signature / Seal)

(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)

ANNEXURE-D

-

AUTHORIZATION & UNDERTAKING CERTIFICATE BY MANUFACTURER

(On Letter Head of the Principal / Manufacturer)

Sub: Authorisation

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

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

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of Manufacturers]

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ANNEXURE-E

**Undertaking by the Indian selling agents/dealers/distributors authorized by Indian Manufactur
er**

(On Letter Head of the Bidder)

BID No.:

We M/s. undertake the following:

- i) That we will be responsible for all the contractual obligations including quality aspects, replacem
ent 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 / Seal)

(Name / Designation)

(Name of the bidder / firm)

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

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ANNEXURE-F

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SN	<u>Self-Declarations</u> (On Letter Head of the Bidder)
A	<u>Lowest Price certificate:</u>
<i>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.</i>	

(Signature / Seal)

(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 (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.

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 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---