

बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|--|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 12-03-2026 11:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 12-03-2026 11:30:00 |
| 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 | Western Coalfields Limited |
| कार्यालय का नाम/Office Name | Wcl Nagpur Maharashtra |
| कुल मात्रा/Total Quantity | 186 |
| वस्तु श्रेणी /Item Category | Refrigerant Gas (Q3) |
| वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience | Yes Complete |
| 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 | 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 |
| 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 |

| बिड विवरण/Bid Details | |
|---|-----------------------------|
| 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 |
| 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 | 257784 |
| 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 |
|-------------------|----|

ईपीबीजी विवरण /ePBG Detail

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

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

एमआईआई खरीद वरीयता/MII Purchase Preference

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

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 |
|---|----|

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. 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.
4. 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.

Refrigerant Gas (186 kilogram)

तकनीकी विशिष्टियाँ / Technical Specifications

[* जेम कटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

| विवरण/Specification | विशिष्टि का नाम /Specification Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|----------------------------------|--------------------------------------|---|
| Certification and Standard | Conformity to standard | ISO 9001, ISO 14001 |
| | Conformity to CE standard | Yes |
| Physical And Chemical Properties | Critical temperature(degree celsius) | 122.5 |
| | Melting point(degree celsius) | -199.15 |

| विवरण/Specification | विशिष्टि का नाम /Specification Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|------------------------|--|--|
| | Critical density,g/cm3 | 0.565 |
| | Physial state or form | GasVapor |
| | Purity % | 99.9 |
| | Ozone depletion protection (ODP) | 0.026 |
| | Acidity,% | 1.0e-4, 1.0E-4 |
| | Odour | Faint ethereal odor |
| | Moisture,% | 0.001 |
| | Global Warming Potential (GWP) | 610 |
| | Boiling Point (degree celsius) | -11.97 |
| | Critical pressure MPA | 3.624 |
| | Molecular Formula(g/ml) | 136.47 |
| Additional Requirement | Sailent Features | Non toxic, Accurate composition, Efficient in cooling, Environmental friendly, Non flammable |
| Packaging and Marking | Marking | Name of manufacturer, MRP, Expiry date, Weight |
| Test Report | Test Report To Be Submitted To The Buyer On Demand | Yes |

Additional Specification Parameters - Refrigerant Gas (186 kilogram)

| Specification Parameter Name | Bid Requirement (Allowed Values) |
|--|---|
| Gas type | R-134A |
| Application /Use | Air Conditioning System Fitted on Mining Equipment (HEMM) |
| Material to be Supplied in non returnable Cylinder of Size (Packing) | 450gram, 1kg |
| Total Tender Quantity | 186kg |

* Bidders offering must also comply with the additional specification parameters mentioned above.

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.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---|--|------------------|------------------------------|
| 1 | G Himanshu | 442706,Regional Stores, WCL Ballarpur Area PO Sasti Distt Chandrapur (M.S) Pin 442 706 | 186 | 60 |

Special terms and conditions-Version:1 effective from 30-10-2024 for category Refrigerant Gas

1. Petroleum and Explosives Safety Organisation (PESO), nodal agency for regulating safety of hazardous substances such as explosives, compressed gases and petroleum, has framed various rules for delivery or dispatch of cylinders or possession of cylinders under Gas Cylinder Rules 2016 framed under Explosives Act, 1884.

The PESO Guidelines are to be followed by the buyer and seller/vendor/bidder. Latest modifications ordered by the CIE, PESO, DPIIT, MoC&I, Gol may be checked from time to time in this regard.

Buyer and Seller to follow all the relevant PESO guidelines/rules including following:

- o Rule 10 : Restriction on delivery or dispatch of cylinder:- (1) No person shall deliver or dispatch any cylinder filled with any compressed gas to any other person in India who is not the holder of a licence to possess such gas cylinder or to his authorised agent unless he is exempted under these rules to possess compressed gas cylinder without a licence.

(2) The gas cylinder delivered or dispatched by a person under sub-rule (1) shall be of the type for which he is licensed and shall not exceed the quantity which the person to whom it is delivered or dispatched is authorised to possess under these rules.

(3) Nothing in sub-rules(1) and (2) shall apply to the delivery or dispatch of gas cylinder to the defence forces of the Union, port authorities or railway administration and other paramilitary forces:

Provided that this sub-rule shall not be applicable for co-operative societies run by the welfare associations of these organisations.

- o Rule 43: Licence for filling and possession (1) No person shall fill any cylinder with compressed gas and no cylinder filled with compressed gas shall be possessed by anyone except under and in accordance with the conditions of a licence granted under these rules. (2) The licensee shall be responsible, for all operations connected with the filling and possession of cylinders in the licensed premises.

- o Rule 44: No licence needed for possession in certain cases.- Notwithstanding anything contained in rule 43, licence shall not be necessary for-

(a) possession of any cylinder filled with a compressed gas by a carrier or other person for the purpose of transport in accordance with the provisions of these rules;

(b) possession of cylinders for own use and not meant for sale or trading filled with,-

(i) any flammable and non-toxic gas when the total number of cylinders containing such gas does not exceed twenty five or the total weight of gas does not exceed 200 kg., whichever is less, at a time;

(ii) any non-flammable non-toxic gas when the total number of such cylinders does not exceed two hundred at a time;

(iii) any toxic gas when the total quantity of such cylinders does not exceed five at a time;

(iv) acetylene gas contained in cylinder in dissolved state when the total quantity of such cylinder does not exceed twenty five at a time.

(c) The provisions of sub-clause 44(b) shall not be applicable for liquefied petroleum gas when the total quantity of gas does not exceed 100 kg at a time for own use, distribution or sale from a sales room belonging to the dealer or distributor of respective oil marketing company.

Notwithstanding anything contained in rule 43, licence shall not be obligatory for working places where LPG cylinders are directly connected to the manifold, but the requirements of IS :6044 Part-1 shall be complied with ,such manifold installations and shall be constructed adapting the sound engineering practices and the quantity of the LPG at any point of the time shall not exceed the limits prescribed in IS-6044 Part-1

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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

A) Guarantee/ Warrantee:- The tenderer shall be fully responsible for the manufacturer's comprehensive warranty with respect to proper design, quality, workmanship, and proper functioning of the material for which these are intended, for a period of 12 months from the date of use or 18 months from the date of receipt and acceptance of materials at the ultimate destination, whichever is earlier. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design, or workmanship, and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to W.C.L

B) No Deviation Certificate:- The bidder should declare that there should not be any deviation from the terms and conditions in the offer submitted by them against the present Bid

C) Delivery Schedule: Within 60 days from date of issue of Contract

D) Security Deposit :- The Successful bidder who has been awarded the contract/ Supply order is required to submit the Security Deposit. Security Deposit shall be for an amount of **Five per cent** of the total landed value of the contract including all taxes, duties and other costs and charges without considering the Input Tax Credit. The Security Deposit shall be deposited through RTGS / NEFT / IMPS /e-BG/ other digital modes or in the form of a Bank Guarantee as per format given in GeM from a RBI Scheduled Bank in India (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.

1)The Security Deposit shall be in the same currency in which contract is to be signed / Supply order issued. In case of Multi Currency contract separate SDBG in respective currency for required value as above shall be submitted.

2)In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 5% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.

3)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 / Rate / Running 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.

4)Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee (s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.

5)Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by the Performance Bank Guarantee clause.

6)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 shall 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 security deposit extended period, the submission of Security Deposit shall be waived, as the purpose of submission of SD is fulfilled.

7)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 shall 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.

Note:

1)E-PBG for 5%, as indicated in bid document is towards security deposit and to be deposited as per GeM provision. Security Deposit (E-PBG-5%) will be released after successful completion of supplies and acceptance of the material as per contractual terms and conditions.

2)For unsatisfactory performance and / or contractual failure, the security Deposit money shall be forfeited. GST at an applicable rate shall not be applicable on Security deposit forfeiture.

EXEMPTION OF SECURITY DEPOSIT:

Submission of Security Deposit is exempted for the contracts having value upto Rs.5 lakhs.

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. However, dealers of the OEM / OES are not allowed the exemption.

Note: No exemption from Security Deposit shall be allowed for Ancillaries of WCL/MSE/ Startups.

E) INSPECTION: Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores. WCL reserves the right to reject the goods which do not confirm to the specifications

F) Payment Terms :- 100% payment within 21 days after receipt and acceptance of Material by consignee and generation of CRAC & submission of security Deposit whichever is later

G) Price Fall Clause Certificate : - The bidder undertakes that it has not supplied / is not supplying similar products/ systems or sub-systems at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU and if it is found that at any stage that similar product/ systems or sub-systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then at that very price, with due allowance for the elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded

H) Price Certificate :- A Price Certificate shall be submitted along with the invoice / on the body of the invoice as under: **“This is to certify that the prices quoted by us for the offered items are the lowest prices as applicable to any other 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) Banned Or Delisted Or Debarred Or Put On Holiday Suppliers Declaration :- The manufacturer as well as the bidder (if bidder is not the manufacturer) will give a declaration (As per Annexure D) 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 and it may not necessarily be a cause for disqualifying them.

However, if the manufacturer/bidder is banned or delisted or debarred or ‘Put on Holiday’ by DoE/MoC/WCL / CIL, the offer shall be not be considered for further evaluation.

J) Refer clause 7 of Buyer Added ATC for Eligibility Proveness & Other details as per GEM BID

K) Provenness Credentials: Bidder or its OEM (themselves or through resellers) should have supplied tendered/similar item(s) of same /similar (Similar items: same or higher specification R134A)/higher specifications/ratings/versions etc during the last 5 years from the date of tender opening against order of CIL and its subsidiary , other PSUs, Government Department and private organizations, and their performance has been found satisfactory.

Offered Product Proveness will only be evaluated . Hence , bidder (both manufacturer or its authorized dealer) has to submit the supply order copies of offered make only in support of proveness credential in the offer. Supply Order Copies other than offered make will not be evaluated.

Copy of GST Invoice/CRAC/Delivery Challan etc document along with offer for submitted purchase order/contract) to be submitted along with bid in support of quantity supplied.

The bidder to submit a self-certificate of the performance report in the following format to the following extent that “ The items covered in the Purchase Order(S)/ Rate Contract(S) copies enclosed with our offer have been fully executed and have performed satisfactory as per the provisions of respective purchase order(S)/ Rate contract(S) and all the complaints/ Claim(S) lodged by the purchaser, if any, have been attended to and no complaints/ claim(S) are pending” **Annexure - H of Buyer Added ATC**

If submitted order Copy is of Ballarpur Area WCL then performance shall assessed based on past supply & no need to submit above certificate.

Trial Supply order shall not be considered for evaluation of provenness criteria. Status of provenness would be evaluated and decided by HOD of concerned technical department based only on submitted documents

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. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

5. **Forms of EMD and PBG**

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

Western Coalfields Limited
Account No.
10866164051
IFSC Code
SBIN0003078
Bank Name
STATE BANK OF INDIA
Branch address
BALLARPUR, DIST- CHANDRAPUR, MAHARASHTRA-442701

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. **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

WESTERN COALFIELDS LIMITED BALLARPUR 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.

7. **Buyer Added Bid Specific ATC**

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

8. **Scope of Supply**

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

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 कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---