

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-04-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-04-2026 18:30:00
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	30
वस्तु श्रेणी /Item Category	Triple Purpose Nozzle as per IS 2871 (Q3)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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

**बिड विवरण/Bid Details**

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	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	57240
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**

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई खरीद वरीयता/MII Purchase Preference**

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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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 Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. 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.

### **Triple Purpose Nozzle As Per IS 2871 ( 30 pieces )**

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

\* जेम केटेगरी 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)
Standards	<b>Conformity To Indian Standard</b>	IS 2871
Material Specifications	<b>Material</b>	Gunmetal
Specification	<b>Size</b>	1, 1.5, 2, 2.5, 3 (inch)
	Operating Pressure ( Kgf/cm2 )	7
	Features	Corrosion-resistance, Sturdiness, Excellent finish
	Finish	Buff Polished
	Inlet Connection	63.0 (millimeter)
Warranty	Warranty Period	1.0 (year)

**Additional Specification Parameters - Triple Purpose Nozzle As Per IS 2871 ( 30 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Additional Specification Parameters	1.Hydraulic pressure tested: 21 Kgf/cm2 for 2.0 minutes, 2. nominal size: 63mm, 3.Design Type: Fine Spray.

\* 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	Premkumar P	759103,Office of the Depot Officer, Regional Stores, Hingula Area , AT/P.O/P.S - Gopal Prasad	30	45

**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) : Supply Installation Testing and Commissioning of Goods

## 3. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## 4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **Additional Technical Parameters**

**\*TEST CERTIFICATE from NABL or accredited lab OF THE OFFERED PRODUCT NEEDS TO BE SUBMITTED along with the bid document.**

#### **Additional terms & Conditions:**

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

a) Manufacturer of the tendered items

OR

b) Indian Selling Agent authorized by the Manufacturer of the tendered items, if the manufacturer does not quote directly as a matter of policy,

**2. Provenness Criteria:** Any one of the following conditions should be satisfied for Provenness:

i. The tendered items must have been supplied during the last 5 years from the date of tender opening against orders to any Government/Public Sector Undertakings (Indigenous or Global) or any Private Industry.

AND

Either, having satisfactory performance report from the user for a period of not less than 01 (one) year

OR

The bidder will be required to furnish a self-certificate to the following extent, along with Proof of Payment against the Purchase Order(s)/ Rate Contract(s):

"The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily 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/ claims(s) are pending".

OR

ii. The bidder should be a Startup or Micro & Small Enterprise (MSEs) for the tendered items to be offered by them.

The Documents(s)/Certificate(s) of the bidders for BIS/ISI marking, ISO certification towards quality management and DGMS approval for any relaxation should be valid as on date of tender opening and a copy of such document/certificate valid as on date of supply duly notarized, must accompany their bills(s).

**3. Inspection:** - Final inspection of materials shall be carried out at the consignee's end by the authorized representative of Staff Officer, HA at area level before acceptance of materials.

#### **4.. Warranty:**

4.1. 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.

4.2. The Supplier shall furnish Guarantee/Warranty certificate along with the bill for satisfactory performance of the ordered materials for a period Thirty (30) months from the date of receipt and acceptance of material at consignee's end or Twenty Four (24) months from the date of its use/fitment/commissioning, whichever is earlier.

4.3. 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.

**5. 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"

**6.Compliance with Integrated Management Systems Manual of MCL:** "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

**7. 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 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/MCL / CIL, the offer shall not be considered for further evaluation.

In case of Indian Agents of the Local Suppliers quoting against the Tender, both the Indian Agent and their Principals should submit the above declaration as per format given at **Annexure -G** .

**8. Security Deposit(If applicable):** (e PBG in BID) : The e PBG in the bid condition is considered as Security deposit. @5% of the order value for delivery period plus two months from the date of issuance of order will be applicable.

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 f

ull 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 G M 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 (S FMS). GST shall be applicable on Security Deposit forfeiture and will be extra and recovered from suppliers/bidders.

**9. Performance Guarantee:** The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit. The Performance Guarantee shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format. The PBG will be submitted through Structured Financial Management System (S FMS).

- a. The Performance Guarantee shall remain valid till 3 months after the completion of warranty period.
- b. The Performance Guarantee shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for payment of the particular goods/equipment(s).
- c. The release of the Performance guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned CMS, I/c., CH Area.
- d. In cases where the supplier does not submit the Performance Guarantee in time or as per the prescribed format in line with the contract stipulations, the Performance Guarantee amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full Performance Guarantee amount is deducted. This amount shall be refunded to the supplier upon acceptance of Performance Guarantee submitted by them.
- e. GST shall be applicable on Performance Guarantee forfeiture and will be extra and recovered from suppliers/bidders.

**Performance 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 ..... ( ..... percent) payment of the value of the stores/materials will be made to the Contractor in terms of the said agreement on the contractor's 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) (Herein after 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 there under, 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 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 this 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

**10. The scanned copies of the following confirmatory documents shall be submitted by bidder:**

**A) 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)
01	Manufacturers	<p><b>All of below specified documents (Self certified)</b></p> <p>(1) Any one of the following documents for the tendered items:</p> <ul style="list-style-type: none"> <li>a. Factory license/Manufacturing license</li> <li>b. NSIC registration certificate.</li> <li>c. SSI/DIC registration certificate</li> <li>d. Valid ISO Certificate.</li> <li>e. Valid BIS license/certificate</li> <li>f. Valid DGMS approval</li> <li>g. Micro / Small Enterprises [MSE] Registration certificate for being manufacturer for the tendered item issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises</li> </ul> <p>(2) For verification of local content 'Class-I local supplier' / 'Class-II local supplier', shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement along with details of the location(s) at which the local value addition is made as per <b>Annexure-H</b></p>

02

Indian selling agents authorized by manufacturer

**All of below specified documents (Self certified)**

(1) Specific authorization & undertaking from Manufacturer 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]

(2) Indian selling agents authorized by Manufacturer is required to submit an undertaking as per format enclosed as **Annexure-C**.

(3) The manufacturer/ tenderer is required to upload a certificate that no agent/ middleman/ liaising agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services (**Annexure-D**).

(4) Any one of the following documents of the principal manufacturer for the tendered items:

a) Factory license/Manufacturing license

b) NSIC registration certificate.

c) SSI/DIC registration certificate

d) Valid ISO Certificate.

e) Valid BIS license/certificate

f) Valid DGMS approval

g) Micro / Small Enterprises [MSE] Registration certificate for being manufacturer for the tendered item issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises

(5) For verification of local content 'Class-I local supplier'/ 'Class-II local supplier', shall be required to indicate percentage of local content and provide self-certification from the OEM that the item offered meets the local content requirement along with details of the location(s) at which the local value addition is made as per **Annexure-H**.

**B) Provenness Criteria:**

<b><u>Sl.No.</u></b>	<b>Alternative Provenness Criteria</b>	<b>Scanned copy of documents to be uploaded by the bidder in support of information declaration furnished online by the bidder against Provenness Criteria as Confirmatory Document (self Certified copy)</b>
-	<p>The tendered item must have been supplied during the last 5 years from the date of tender opening to any Government/Public Sector Undertakings (Indigenous or Global) or any Private Industry (Indigenous or Global),.</p> <p>Please note that the orders should not be older than five (05) years from the date of opening of tender. Uploaded orders older than 5 years from the date of opening of tender shall be ignored.</p> <p><b>(No new supply orders shall be accepted during recycling of shortfall documents. Therefore bidders must be careful while uploading supply order copies online)</b></p> <p>AND</p> <p>Either, having satisfactory performance report from the user for a period of not less than 01 year</p> <p>OR The bidder will be required to furnish a self- certificate to the following extent along</p>	<p>Both the following documents (a) and b(i) or b(ii)a. Complete Set of Supply order(s) (Firm)copies for the tendered item. The age of orders uploaded shall be maximum 5 (five) years from the date of opening of tender for the purpose of determination of provenness of the Product offered by a bidder.</p> <p>Please note that the orders should not be older than five (05) years from the date of opening of tender. Uploaded orders older than 5 years from the date of opening of tender shall be ignored.</p> <p>AND</p> <p>b. Any of the following:</p> <p>i. Satisfactory performance report from the users for a period of not less than 01 year from the date of fitment/commissioning.</p> <p>OR</p> <p>ii. The bidder will be required to furnish a self-certificate to the following extent along with Proof of Payment against the Purchase Order(s)/Rate Contract(s) :</p> <p>“The items covered in the Purchase Order(</p>

	<p>with Proof of Payment against the Purchase Order(s)/ Rate Contract(s)::</p> <p>"The items covered in the Purchase Order(s)/ Rate Contract (s) copies enclosed with our offer have been fully executed and have performed satisfactorily 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/ claims(s) are pending".</p> <p><b>Note: The supplies must be completed at least twelve months prior to last date of tender submission.</b></p>	<p>s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily 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/ claims(s) are pending".</p> <p><b>Note: The supplies must be completed at least twelve months prior to last date of tender submission.</b></p> <p><b>(No new supply orders shall be accepted during recycling of shortfall documents. Therefore bidders must be careful while uploading supply order copies online)</b></p> <p>-</p>
<p><b>ii</b></p>	<p>If the bidder is a Startup or Micro &amp; Small Enterprise (MSEs) for the tendered items to be offered by them</p>	<p>a) Certificate issued by DIPP (Department of Industrial Policy &amp; Promotion) for being "startup" or certificate issued by Authorities for being "MSE"</p> <p>AND</p> <p>b) Any one of the following documents (attested by Public Notary):- Valid ISI marking license / DGMS Approval certificate for the offered item OR Rate contract issued by CIL/ any other subsidiary for the offered item OR Proven Ancillary certificate issued by MCL for the offered item (notarized). Or Filled up 'Proforma for Equipment and Quality Control' (as per <b>Annexure-A</b>) for verification of your technical capability by concerned technical department.</p>

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**C) Other Qualification Criteria: All the following specified documents**

**nts**

<b>Sl.No.</b>	Other Qualification Criteria	Scanned copy of documents to be uploaded by all the bidders in support of Other Eligibility Criteria(preferably Self certified copy)
<b>01</b>	<b>Certificate of Local Content</b> format at Annexure-H	Self-Certification from Manufacturer/ OEM indicating percentage of local content & that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier' as the case may be along with details of location(s) at which the local value addition is made.  Note:  i. Non-Local Supplier with offered item having local content less than or equal to 20% are NOT eligible to bid in this procurement .  ii. Bidders offering imported products will fall under the category of Non-Local suppliers. They can't claim themselves as Class I Local Supplier/ Class I Local Supplier by claiming profit, warehouse, marketing, logistics, freight, after sales services support like AMC/CMC etc as local value addition
<b>02</b>	<b>Lowest Price certificate</b> format at Annexure-K	Bidder shall submit Lowest Price certificate as under: "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."

<b>03</b>	<b>ANNEXURE-C</b>	Undertaking by the Indian selling agents/dealers/distributors authorized by Manufacturer
<b>04</b>	<b>ANNEXURE-D</b>	Undertaking by the Manufacturer/ Indian selling agents/dealers/distributors authorized by Manufacturer
<b>05</b>	<b>ANNEXURE -G</b>	BANNED OR DELISTED OR DEBARRED OR PUT ON HOLIDAY SUPPLIERS DECLARATION
<b>06</b>	<b>ANNEXURE - L</b>	Self-Declaration of Satisfactory performance of items against the submitted Orders/RCs

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**ANNEXURE-A**

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL**

Reference : CIL/Subsidiary Co. \_\_\_\_\_ GeM Bid No. \_\_\_\_\_ Date for supply of \_\_\_\_\_

1. Name and Address of the Firm
2. (a) Telephone No. office/factory/works  
(b) 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 charts 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

### **ANNEXURE-B**

M/s. MCL,

Address

Dear Sir

Sub: GeM Bid No.:

### **Authorization & Undertaking Certificate by Manufacturer**

**(On Letter Head of the Principal / Manufacturer)**

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

Do hereby authorize M/s \_\_\_\_\_ (Name & Address) our agent to su

bmit the 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-D**

#### **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:

It is certified that no agent/ middleman / liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services.

(Signature)

(Name)

(Designation)

(Seal)

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

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**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)~~

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

**ANNEXURE - G**

**BANNED OR DELISTED OR DEBARRED OR PUT ON HOLIDAY SUPPLIERS DECLARATION**

This is to certify that we have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs.

Signature of Bidder

Date:

Seal of the firm

OR

If bidder has been banned / Delisted/Debarred/ Put on Holiday, by any Government or quasi- Government agencies or PSU, then bidder has to indicate the details below:

(1) Name of the Organisation which has banned the bidder:

(2) Ban Period :

(3) Reasons for BANNING OR DELISTING OR DEBARRING OR PUT ON HOLIDAY:

Signature of Bidder

Date

Seal of the firm

Note: In case the bidder is an authorized dealer/distributor, BOTH manufacturer as well as authorized dealer/distributor has to submit the "Banned or Delisted or Debarred or Put on Holiday" declaration as per format above.

Signature of Bidder

Date:

Seal of the firm

### **ANNEXURE-H**

#### **Local Content Certificate:**

(On Letter Head of the Manufacturer/OEM)

I/We do hereby certify that the item/s offered against the tender are manufactured at.....  
.....(Give address of manufacturer's works/Factory, where the item/s is manufactured) I/We M/s ....., Address .....  
....., Class-I / Class-II Local Supplier (strike out whichever is not applicable) hereby certify that we meet the mandatory minimum local content requirement of the goods and / or services offered in our online bid against GeM Bid No. .... dt. .... as per Order No. P-45021/2/2017-PP(BE-II) dt. 04.06.2020 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry.

The details of the location at which local value addition made is as under:  
.....(give details of location in India where local value addition is done)

(Note: If tender value is more than Rs. 10.00 Crores, then above certificate has to be

issued by competent party)

(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-K**

### **Lowest Price certificate**

(On Letter Head of the Bidder)

“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.”

(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-L**

### **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 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)

### **Additional details:**

1 . 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 so as to qualify the bidder. Similarly tender specific authorization documents must be pre-existing at the time of tender opening, if required at AT C point no.1.

2. "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."

3.While submitting a bid, the bidder must clearly furnish their acceptance of bid details & Additional Terms and Conditions and all the documents desired in bid must be submitted along with bid. No additional documents will be sought or will be taken into cognizance after the opening of the bid.

4. If any bidder will quote for more than one manufacturer in the same bid, then their offer will not be considered.

5.Bidders registered with MSE as manufacturers of goods are exempted from submission of EMD only. MSE bidders registered for services & traders are not exempted from submission of EMD, their bid shall be rejected if they don't submit EMD. The technical acceptance of their bid is subject to the bidder having manufacturer of their quoted product clearly mentioned in the list of categories.

6.Bidders are advised to comply, if applicable, the latest OM No.F.7/10/2021-PPD (1) dated 23.02.2023 issued by DoE for the restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017 while procuring on GeM relating to bidders from a country which shares land border with India.

7.Contact Nos.

A. For Technical Queries related to Bid, Please Contact Sri. Sanjeev Mahanta, Staff Officer (S&T), 9438878868, [so-safety-hina.mcl@coalindia.in](mailto:so-safety-hina.mcl@coalindia.in)

B. For Commercial Queries related to Bid, Please Contact Sri. Dhirender Singh, Staff Officer (MM), 9437487598 [so-mm-hina.mcl@coalindia.in](mailto:so-mm-hina.mcl@coalindia.in)

C. For Supply related Queries, Please Contact Sri.P.Prem Kumar , Depot Officer RSHA, 9438079717 [depot-off-hina.mcl@coalindia.in](mailto:depot-off-hina.mcl@coalindia.in)

D. For Payment related Queries, Please Contact Sri. Jasoda N , Area Finance Manager,9438879733, [so-fin-hin.mcl@coalindia.in](mailto:so-fin-hin.mcl@coalindia.in)

8. Location of MCL Regional Store Hingula Area from Angul,

1. Odisha: <https://maps.app.goo.gl/KeuRJ3Bnc3WPj7sy6>

9. 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.

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

11. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorized Reseller.

12. 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 (which ever is lower), subject to the maximum of quoted GST %.

13. 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.

14. 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.

15. The seller has to upload all relevant documents (like Guarantee/Warranty certificate, Delivery Challan, E - waybill, Test report, import documents, any other document mentioned in the contract whichever is applicable) in the GeM portal while generating Invoice.

16. **Clarification/Shortfall documents:** After evaluation of the uploaded documents

ents, shortfall/clarification documents, if applicable, shall be sought from the bidder. For this purpose, maximum 1 chance will be given. The bidder needs to upload the requested documents within the specified period and no additional time will be allowed in this regard. If the bidder does not comply or responds by the specified time and date, his tender will be liable to be rejected.

The shortfall information / documents should 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. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered as per GeM guidelines.

**17. Representation against the Technical Evaluation in GeM :** The clarification/shortfall document submitted in the representation after technical acceptance of the offer in GeM portal will not be accepted. Only a representation about the wrong evaluation done will be considered.

#### 5. **Buyer Added Bid Specific ATC**

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

### 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---