



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5692008
Dated/दिनांक : 23-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-01-2025 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-01-2025 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Coal
Department Name/विभाग का नाम	Coal India Limited
Organisation Name/संगठन का नाम	Mahanadi Coalfields Limited
Office Name/कार्यालय का नाम	Mcl Sambalpur Odisha
Total Quantity/कुल मात्रा	47000
Item Category/मद केटेगरी	MS Structural Plate as per IS 2062 (Unit - Quantity) (Q3)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate *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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days

Bid Details/बिड विवरण

Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	4180021
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	83600

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	3

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी 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।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Staff Officer (MM), Talcher Area
Talcher Area, Mahanadi Coalfields Limited, Talcher Area OFFICE OF GENERAL MANAGER, TALCHER AREA, DERA, TALCHER ANUGUL, ODISHA ,759103
(Debasish Nayak)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
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.
6. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for

participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

MS Structural Plate As Per IS 2062 (Unit - Quantity) (47000 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Generic	Steel Producer Type	Primary Producer of steel
	Mild Steel Plate Specification	HOT ROLLED MEDIUM AND HIGH TENSILE STRUCTURAL STEEL conforming to IS:2062 latest
Constructional	Nominal Thickness of Plate	8.0 (millimeter)
	Nominal Length of Plate	2500.0 (millimeter)
	Nominal Width of Plate	1250.0 (millimeter)
	Mode of Deoxidation	Semi-Killed
	Supply Condition	controlled rolling
Performance	Steel Grade Designation	E 550
	Quality Of Steel as applicable	BR : Impact test optional; if required at room temperature; semi-killed/killed
Certifications	Type Test Report	OEM test Report as per specification for complete lot to be submitted along with the supply to prove conformity of product for declared parameters to the Inspecting Officer/ Consignee by the Primary Producer

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Debasish Nayak	759103,Office of the General Manager Talcher Area ATPO Dera Colliery Angul	47000	30

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

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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Scope of Supply

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

3. Forms of EMD and PBG

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

Mahanadi Coalfields Limited, Talcher Area
payable at
Talcher

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.

4. Forms of EMD and PBG

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

Mahanadi Coalfields Limited, Talcher Area
payable at
Talcher

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

5. 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. Indigenous Manufacturers: All below specified documents at Sl. 1 to 2 (Self certified):

- Any one of the following documents for the tendered items:
 - Factory license/Manufacturing license
 - NSIC registration certificate.
 - SSI/DIC registration certificate

- iv. Valid ISO Certificate.
- v. Valid BIS license/certificate
- vi. Valid DGMS approval
- vii. 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

- b. 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 **Annexure-A**.

B. Indian selling agents/dealers/distributors authorized by Indian manufacturer: All below specified documents at Sl. 1 to 2 (Self certified):

- a. **Specific authorization& undertaking** from their principal manufacturer to quote against this tender mentioning specific Bid ID and Date. as per format enclosed as **Annexure - B** of Buyer uploaded ATC document.

(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)

- b. The manufacturer/ tenderer is required to upload a **certificate 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, as per format enclosed as **Annexure- C**.
- c. Any one of the following documents of the principal manufacturer of being manufacturer of the tendered items:
 - i. Factory license/Manufacturing license
 - ii. NSIC registration certificate.
 - iii. Valid ISO Certificate.
 - iv. Valid BIS license/certificate
 - v. Valid DGMS approval
 - vi. 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
- d. 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-A**.

(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.)

2. Provenness Criteria:

- A. 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).

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.

(Note: Please note that the orders should not be older than five (05) years from the date of bid opening.)

e of opening of tender. Uploaded orders older than 5 years from the date of opening of tender shall be ignored.)

(Note: No new supply orders shall be accepted during recycling of shortfall documents. Therefore, bidders must be careful while uploading supply order copies online.)

AND

- b. Any one of the following:
- i. Satisfactory performance report from the users for a period of not less than 01 year from the date of fitment/commissioning.
- OR
- 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):

“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.”

(Note: The supplies must be completed at least twelve months prior to last date of tender submission.)

(Note: No new supply orders shall be accepted during recycling of shortfall documents. Therefore, bidders must be careful while uploading supply order copies online.)

- B. If the bidder is a Startup or Micro & Small Enterprise (MSEs) for the tendered items to be offered by them
- a. Certificate issued by DIPP (Department of Industrial Policy & Promotion) for being “startup” or certificate issued by Authorities for being “MSE”

AND

- b. Any one of the following documents (attested by Public Notary):
- i. 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
- ii. Filled up 'Proforma for Equipment and Quality Control' (as per **Annexure-E**) for verification of your technical capability by concerned technical department.

(NOTE: The certificates in respect of BIS/ISI marking license, DGMS Approval, Rate contract issued by CIL/ any other subsidiary and Proven Ancillary certificate issued by MCL must be valid on the date of bid opening.)

Note: The OEM/ OES participating in Open Tenders for procurement of Spare Parts for their equipment shall be exempted from Provenness Criteria.

- 3. Banned or Suspended or Black Listed:** Bidder/ Supplier/ Organization/ Proprietor/ ANY of the Director(s) shall not be banned or suspended or black listed by any Government / Public Sector Undertaking / Corporate organization or convicted in any Court of Law across India or declared Bankrupt or insolvent. A self-declaration certificate must be uploaded in the GeM portal under Bidders Official Letter H

ead.

4. **Price Fall Clause:** The price charged for the stores supplied against this order by you shall in no event exceed the lowest price at which you sell or offer to sell the stores of identical description to any other organisation during the period of the contract. If you at any time during the period of contract reduces the sales price, sells or offer to sell such stores to any other organisation at a price lower than the price chargeable under this contract, you shall forthwith notify such reduction of sales price to the undersigned and the price payable under the contract for stores supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced.

The supplier has to give an undertaking that they have not offered to supply/ supplied/ is not supplying same or similar product/ systems or sub systems at a price lower than that offered in the present bid in respect of any Organization/ Ministry/ Department of the Govt. Of India Ltd. and/ or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/ system or sub system or sub systems at a price lower than that offered in the present bid in respect of any Organization/ Ministry/ Department of the Govt. Of India Ltd. and/ or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the supplier to buyer, if the contract has already been concluded.

Confirmation to the above clause is to be furnished /complied along with the Bid.

The supplier shall submit a certificate along with the bill(s) that it has not offered to supply/ supplied the similar/ ordered item(s) at a lower rate 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.

5. **Lowest Price certificate:** Bidder shall submit Lowest Price certificate as under:
"It is certified that the prices charged by us for the offered items are the lowest prices applicable to any other person/ organization, private Co., Government department, undertaking of Central/State Government"

6. **Warranty Clause:**

- a. 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.
- b. The Supplier shall furnish Guarantee/Warranty certificate along with the bill for satisfactory performance of the ordered materials for a period eighteen (18) months from the date of receipt and acceptance of material at consignee's end or twelve (12) months from the date of its use / fitment/commissioning, whichever is earlier.
- c. 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.
- d. **Confirmation to the above clause is to be furnished /complied along with the Bid.**

7. **Security Deposit/ Performance Security:**

- a. 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, as per **ANNEXURE-D**.
- b. 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.**
- c. 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.
- d. 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.
- e. 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
- f. 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

r 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 scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

- g. **If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled** and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.
- h. 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.**
- i. 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 in case of supply contractor 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.
- j. 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 5% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.
- k. 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.
- l. **Submission of Security Deposit is exempted for the contracts having value up to Rs.5 lakhs.**
- m. The SDBG will be submitted Through Structured Financial Management System (SFMS).

6. Buyer Added Bid Specific ATC

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

7. 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.

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---