



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/57031

Dated/दिनांक : 25-12-20

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-01-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-01-2025 16:30:00
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	59
Item Category/मद केटेगरी	Safety Footwear as per IS 15298 (Q2)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
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	H1-Highest Priced Bid Elimination
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	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	51211.78

Bid Details/बिड विवरण

Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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Reserved for MSE

Reserved for MSE	Yes
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1. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to av themselves of the reservation benefit, 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 resel offering products manufactured by some other OEM are not eligible to participate in this bid. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regi shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility bas on documentary evidence submitted, while evaluating the bid. Benefits of MSE will be allowed only if seller is validat on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. 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 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 wo be determined by the buyer based on its own assessment of reasonableness and based on competitive prices receiv in Bid / RA process.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bid. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Safety Footwear As Per IS 15298 (59 pairs)

Bis Required	Yes
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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
Description	Technical Specification of the Product	As per BIS No. 15298 : 2016 (Latest)
Classification	Classification	Class I (Footwear made from leather and other materia excluding all-rubber or all-polymeric footwear)
Design	Design	A (Low Shoe)
	Type	S1
Size	Gender Usage	Men
	Size	7
Material	Upper Material for Class 1 Footwear	Leather
	Surface Finish of Upper Leather for Class 1 Footwear	Buff Barton Print
	Material for Class II Footwear	All Polyurethane
	Vamp Lining	With (Classification I and II Footwear)
	Vamp Lining Material	Textile
	Quarter Lining	Yes
	Quarter Lining Material	Textile
	Toe Cap	Steel (Metallic)
Other Requirement	Insole	Yes
	In-socks	Full In-socks Non Removable
	Tongue (For Designation I Footwear)	Full Bellow Tongue
	Collar	Collar with PU Foam padding, 15 mm thick, density 25 l per cubic meter
Lacing/Closing of Shoes	Closing (Tieing)	Laces
	Lacing of Shoes	Eyelets
	Eyelets (Pairs)	4 Pairs
	Material of Eyelets	Aluminum
Sole 1	Sole Description/ Material	Direct Moulded Single Density Polyurethane
	Sole Design	Cleated
	Construction	Multi layer

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Slip Resistant	Slip Resistant	As per clause 5.3.5.2 of IS 15298 (Part 2) - Slip Resistance on ceramic tile floor with sodium lauryl sulphate (NaLS) solution
Additional Requirements for Special Applications (Upper)	Water penetration and absorption	Yes, No
Logo and Marking	Logo/Totem/Emblem Marking	Size, design, Type and Location of Logo as per buyer's requirement, No
Test Report/Certification	Availability of Test Report from Designated AHSP/NABL/ILAC Accredited or Central Government Lab to prove conformity of products to the specification	Yes
Advance Sample	Agree to provide Advance Sample(s) for buyer's approval before commencement of supply	Yes

Additional Specification Parameters - Safety Footwear As Per IS 15298 (59 pairs)

Specification Parameter Name	Bid Requirement (Allowed Values)
Water penetration and absorption	NO
Logo/Totem/Emblem Marking	NO

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

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
1	Siddharth Shankar Padhi	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	59	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. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. **Generic**

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

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

4. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

5. **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

6. **Scope of Supply**

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

7. **Warranty**

Warranty period of the supplied products shall be 1 year 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.

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Additional terms & Conditions

- o **Test Report from Designated AHSP/NABL/ILAC Accredited or Central Government Laboratory to prove conformity of products to the specification to be submitted by the bidder during Bidding.**

(NOTE: The buyer's requirement is mentioned in ATC's SI. No. 6. The bidders are advised to take note of the same.)

(NOTE: The TPS mentioned in the ATC. SI. No. 7 will be considered by the buyer for evaluation of offered products and will be superseding any other TPS mentioned in the bid. The bidders are advised to take note of the same.)

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

3. Warranty:

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

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

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

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

A) Qualification Criteria:

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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)
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a	Manufacturers	<p>All of below specified documents at Sl. 1 to 2 (Self certified)</p> <p>(1) Any one of the following documents for the tendered items:</p> <ol style="list-style-type: none"> Factory license/Manufacturing license NSIC registration certificate. SSI/DIC registration certificate Valid ISO Certificate. Valid BIS license/certificate Valid DGMS approval 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	Indian selling agents authorized by manufacturer	<p>All of below specified documents at Sl. 1 to 5 (Self certified)</p> <p>(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]</p> <p>(2) Indian selling agents authorized by Manufacturer is required to submit an undertaking as per format enclosed as Annexure-C.</p> <p>(3) 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 (Annexure-).</p> <p>(4) Any one of the following documents of the principal manufacturer for the tendered items:</p> <ol style="list-style-type: none"> Factory license/Manufacturing license NSIC registration certificate. SSI/DIC registration certificate Valid ISO Certificate. Valid BIS license/certificate Valid DGMS approval 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

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

B) Other Qualification Criteria: All the following specified documents:

Sl No.	Other Qualification Criteria	Scanned copy of documents to be uploaded by all the bidders in support of Other Eligibility Criteria (preferably Self certified copy)
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1	Lowest Price certificate 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."
2	Any other document to support the qualification information as submitted by the bidder online	

6. Requirement: Supply of total 59 number of different sizes of Safety Shoes at Kaniha OCP, Kaniha Area:

<u>Sl. No.</u>	<u>Shoe Size</u>	<u>Total Quantity Required</u>
1	7	10
2	8	21
3	9	20
4	10	08

7. Technical Specification Parameters:

Personal Protective Equipment - Safety Footwear

Sl.No.	Description	Minimum requirement
01	BIS Certification	Yes
02	Technical Specification of the Product	As per BIS No. 15298: 2016 (Latest)
03	Classification	Class I (Footwear made from leather and other materials, excluding all-rubber or all-polymeric footwear)
04	Design	A (Low Shoe)
05	Type	S1
06	Type of Footwear according to usage	Anti-Static Footwear
07	Pattern	Derby
08	Gender Usage	Men
09	Size	As mentioned in ATC. Sl. No. 6
10	Mass of one pair of footwear (gram)	950
11	Upper Material for Class 1 Footwear	Leather
12	Surface Finish of Upper Leather for Class 1 Footwear	Buff Barton Print

13	Material for Class II Footwear	All Polyurethane
14	Any other Polymeric Material for Class II Footwear	NA
15	Vamp Lining	Vamp Lining
16	Vamp Lining Material	Vamp Lining Material
17	Quarter Lining	Yes
18	Quarter Lining Material	Textile
19	Toe Cap	Steel (Metallic)
20	Colour	Black
21	Insole	Yes
22	In-socks	Full In-socks Non Removable
23	Tongue (For Designation I Footwear)	Full Bellow Tongue
24	Collar	Collar with PU Foam padding, 15 mm thick, density 25 g per cubic meter
25	Closing (Tieing)	Laces
26	Lacing of Shoes	Eyelets
27	Eyelets (Pairs)	4 Pairs
28	Material of Eyelets	Aluminum
29	Laces	Nylon
30	Cross Section Shape of Laces	Round
31	Breaking Load of Laces (min)	600 N
32	Length of Laces	90 cm
33	Sole Description/ Material	Direct Moulded Single Density Polyurethane

34	Sole Design	Cleated
35	Construction	Multilayer
36	Slip Resistant	As per clause 5.3.5.2 of IS 15298 (Part 2) - Slip Resistance on ceramic tile floor with sodium lauryl sulphate (NaLS) solution
37	Water penetration and absorption	No
38	Logo/Totem/Emblem Marking	No
39	Availability of Test Report from Designated AHSP/ NABL/ILAC Accredited or Central Government Lab to prove conformity of products to the specification	Yes
40	Agree to provide Advance Sample(s) for buyer's approval before commencement of supply	Yes

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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

Authorization & Undertaking Certificate by Manufacturer

(On Letter Head of the Principal / Manufacturer)

M/s. MCL,
Address

Dear Sir

Sub: GeM Bid No.:

-

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

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

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

- i) That, as a matter of our corporate policy, we don't directly quote / market our products and services, 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

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].

ANNEXURE-H

SN	<u>Self-Declarations</u> (On Letter Head of the Manufacturer/OEM)
3	<u>Local Content Certificate:</u>

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 spirit of original format uploaded by department, will not be a cause of rejection of their bid)

ANNEXURE-K

SN	<u>Self-Declarations</u> (On Letter Head of the Bidder)
6	<u>Lowest Price certificate:</u>
<p><i>"We certify that the prices quoted in the tender are the lowest and not higher than as applicable to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiary or other PSU or any other private organization."</i></p>	

(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 intent and spirit of original format uploaded by department, will not be a cause of rejection of their bid)

ANNEXURE-L

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Self-Declaration of Satisfactory performance of items against the submitted Orders/RCs

(On the Letter Head of the Bidder)

1. The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily for a period of minimum one year from the date of 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 spirit of original format uploaded by department, will not be a cause of rejection of their bid)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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. Any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated 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 संप्रदायिक अधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इस अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---
