



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5719649
Dated/दिनांक : 01-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-01-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-01-2025 17:30:00
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	1
Item Category/मद केटेगरी	Rescue Van
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Rescue Van
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Explosive Van, Emergency Foldable Rescue Stretcher, Dental Mobile Van, Dog Squad Van, Passenger Car, Mobile Veterinary Van, Emergency Rescue Tender or Rescue Truck, 4.5 m Rubberised Inflatable Boat (Rescue boats), Electrical Rescue Rod, Rescue Line Launcher
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">Emergency Rescue Tender or Rescue Truck
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	Experience Criteria,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

Bid Details/बिड विवरण	
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	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	68600

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).	7

(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 :

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

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
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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. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. 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:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. 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
- v. 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

Rescue Van (1 set)

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Debasish Nayak	759103,Office of the General Manager Talcher Area ATPO Dera Colliery Angul	1	150

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

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2. 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.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

All Bidders are required to submit following documents in support of Eligibility & Experience criteria:

A: Technical Terms and conditions

- 1. Documents required for Eligibility criteria/Experience criteria:-**
 - i. Bid specific authorization containing bid no. from manufacturer of tendered items, in case bidder is reseller / dealer/ agent etc.
 - ii. Documents related to Micro- Small manufacturing enterprise (MSE) status for tendered items, in case bidder is manufacturer of tendered items and bidder wants benefit of Public Procurement Policy.
 - iii. Documents related to start-up status of bidder, if bidder is a start-up.
 - iv. Self-attested Technical Parameter Sheet / Buyer Specification Document of Rescue Van

- 2. Documents required for Experience criteria:-**
 - i. Supply order/ rate contract copies of quoted equipment / similar equipment as per experience criteria.
 - ii. Performance report or Self-certificate in the given format along with proof of payment.
 - iii. Completely filled up copy of PROFORMA FOR EQUIPMENT AND QUALITY CONTROL for MSEs and Start-ups, if availing relaxation in experience criteria.

- 3. Warranty:** Warranty shall remain valid for 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 or Warranty shall remain valid as per the offered product sheet, if higher warranty period than above is offered by seller. All cases of warranty replacement of failed item will be decided on the basis of joint inspection of the failed item held between the user and the manufacturer's representative. The supplier will have to depute representative for joint inspection within 10 days of intimation of warranty failure. In case if he fails to come for joint inspection within 10 days of intimation, the warranty claim raised by the consignee shall be treated as final and supplier will be liable to make warranty replacement of the failed item.

- 4. Registration Charges:** Registration Charges: The registration charges including Road taxes, insurance (comprehensive, valid for minimum one year), RTO charges and any other charges required for the registration of the vehicle shall be borne by the supplier. The registration of the vehicle has to be done as per the applicable rules of State Transport Authority, Govt. of Odisha."

- 5. Pre-dispatch inspection:** Before dispatch, the goods will be inspected by our Inspection Agency (CMPDIL) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Inspection charges @ 1% + applicable GST of order value shall be paid to CMPDIL by the seller. Seller will provide all facilities to carry out necessary Tests as required. Seller shall pay the Pre-dispatch inspection charge through e-mode through State Bank Collect. Visit CMPDI site www.cmpdi.co.in & click on the link of State Bank Collect to pay Inspection Fee & follow the steps therein. Seller shall notify CMPDI through e-mail about readiness of goods for pre-dispatch inspection, with a copy to the Buyer. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment.
***(Note: CMPDI charges @ 1% + applicable GST are to be included in the price quoted against the bid. Sellers are requested to be attentive while quoting)**

g your rate. No additional claims/ separate bills/invoice for CMPDI Charges shall be entertained.)

6. PROVENNESS / EXPERIENCE CRITERIA: As per GeM experience criteria for one year

1.1 The equipment offered by the tenderer shall be considered proven provided one number of quoted model or similar equipment must have been supplied in the last five years by the bidder / OEM in India to any Private or Govt. industries / PSUs and performed satisfactory for a minimum period of one year from the date of commissioning. The performance of only those equipment would be considered for assessing provenness which have been commissioned 1 year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause 1.8 below.

Note: In case of Trial Orders placed by CIL and Subsidiaries, the Trial Order quantities will be considered for provenness.

1.2 In case the quoted model or similar equipment has not been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India or if supplied and commissioned in India but the same has not completed required years of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is 1 no. of offered or similar equipment which have been commissioned 1 year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and performed satisfactorily for a minimum period of one year from the date of commissioning. The worldwide population of the bidder will be considered for provenness only when the bidder gives an undertaking that it has not supplied the quoted model or similar equipment in India or if supplied and commissioned in India, the same has not completed required years of performance for provenness as mentioned above at sub clause- 1.1.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause- 1.8 below.

1.3 In case the indigenous manufacturer is quoting the same / similar type & model of the equipment as supplied by their foreign collaborator / foreign principal worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is 1 no. of quoted model or similar equipment which have been commissioned 1 year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and performed satisfactorily for a minimum period of one year from the date of commissioning. However, for worldwide population, foreign collaborator's experience of supplying the offered or similar equipment worldwide shall be considered

d only if the indigenous manufacturer submits copy of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the Quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause- 1.8 below.

1.4 In case the indigenous manufacturer is quoting the same / similar type & model of the equipment as supplied by their licensor having valid IPR for the same type & model of equipment being offered worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum world wide population is 1 no. of quoted model or similar equipment which have been commissioned 1 year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and performed satisfactorily for a minimum period of one year from the date of commissioning. However, for worldwide population, the bidder's and licensor's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits copy of their License Agreement with the company having valid IPR for the equipment being offered, which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. The bidder and licensor for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause- 1.8 below.

1.5 Indian Manufacturing entity of foreign manufacturer and bidding as Indigenous manufacturer:

In case the Indian manufacturing entity of foreign manufacturer who has sufficient facility for manufacturing, supply and after sales service of same or similar equipment as supplied by their foreign (principal) manufacturer worldwide in the past and the quoted model of Indian manufacturing entity has either not been supplied in India or if supplied and commissioned in India, the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is 1 no. of offered model or similar equipment thereof which have been commissioned 1 year prior to the date

e of opening of tender but not prior to 5 years from the date of opening of tender and have performed satisfactorily for a minimum period of one year from the date of commissioning. However, for worldwide equipment population, the bidder's and principal manufacturer's experience of supplying the quoted or similar equipment worldwide shall be considered only if the Indian manufacturing entity submits copy of valid Legal Agreement/ Collaboration Agreement/ License Agreement/ MOU with foreign (principal) manufacturer for the equipment being offered and a declaration from the Foreign Manufacturer that all related required Intellectual Property of quoted equipment are accessible by the Indian manufacturing entity. Further, the foreign manufacturer will give an undertaking for successful performance of the equipment to be manufactured by the Indian manufacturing entity during lifetime of the equipment. The bidder and foreign principal manufacturer for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause- 1.8 below.

1.6 "Satisfactory Performance" means the supplied equipment must have achieved the guaranteed annual Availability, if any, as per the performance guarantee clause of the supply orders/ contracts for a minimum period of one year from the date of commissioning. In case supply orders/ contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/ contracts against which these equipment were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit proof of payment and self-certification claiming satisfactory performance of the equipment supplied. The format for self-certification is given in Annexure 3.

Definition of "Similar Equipment": Rescue van having gross vehicle weight of 16 tonne or more will be considered as Similar Equipment.

1.7 Acceptance Criteria for Similar Equipment

- i. In case, If the bidder claims provenness of the quoted model based on similar Equipment, the similar equipment should have performed satisfactory for a minimum period of one year from the date of commissioning and quoted model should have worked for a minimum period of six months from the date of commissioning within the window period of 5 years from date of tender opening.
- ii. If the bidder claims provenness of the quoted model based on similar equipment and the similar equipment has performed satisfactorily for a minimum period of one year from the date of commissioning but quoted model has not worked for a minimum period of six months from the date of commissioning then the offer may be accepted subject to the following conditions.
 - a. The quoted model should have been designed, manufactured and supplied to end user but has not been commissioned or if commissioned has not completed six

months of operation after the commissioning. Documentary evidence for past supply of the quoted model is to be provided along with the offer.

Or

The quoted model is an upgraded version of the existing model with improved system etc. and has not been manufactured and/or supplied earlier. In such case the basic model should remain the same. Documentary evidence for past supply of the existing model whose upgraded version has been offered, is to be provided along with the offer

b. (i) The successful bidder will be allowed to supply the quantity of one lot as indicated in schedule of requirement

(ii) Firm shall be required to furnish additional Performance Bank Guarantee of 100% of the total landed value of equipment along with spares & consumables for warranty period for the quantity of first lot.

c. On satisfactory performance of all the equipment of first lot for six months from the date of commissioning to be certified by the GM (E&M)/HOD MCL and clearance shall be obtained from the order issuing authority for supply of remaining quantity, if any as per schedule of requirement.

d. The additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of all the equipment supplied for six months from the date of commissioning.

e. The original 10% PBG for the total contract value will be retained for entire contract period as per PBG clause of bid document.

Note: In case of unsuccessful performance of the equipment supplied by the firms who qualify as per above sub clause, the following shall be applicable:

i) The 100% Additional Performance Bank Guarantee for the equipment submitted shall be encashed by MCL. Consequent upon the encashment of the 100% Bank Guarantee due to non-achievement of stipulated minimum availability percentage, the Supplier shall take back the equipment at no cost to the Purchaser and contract for the balance quantity shall be cancelled.

ii) The original 10% performance bank guarantee shall be returned to the supplier after recovery of penalty for non-achievement of guaranteed availability in respect of equipment.

iii) The performance of any individual equipment under this clause shall not be considered for provenness in future tenders of CIL & subsidiaries for any capacity of this type of equipment.

iv) In case of equipment imported under Project Concessional Duty (PCD), the amount of Customs Duty Concession i.e. the differential amount of Normal Customs Duty (NCO) and PCD availed during import shall be recovered from the supplier with interest for refund to the Customs Authorities. The supplier shall deposit such amount to the purchaser on demand else the same shall be recovered from the Security Deposit Bank Guarantee / Performance Bank Guarantee of the supplier.

1.9 Start ups and MSEs are exempted from prior experience / provenness criteria and should submit proof of quality assurance & technical capability for tendered item issued by any statutory authority in line with Relaxation of Norms for Startups & MS Es in Public Procurement regarding prior experience - prior turnover criteria as per Annexure 2.

All bidders are required to submit supply order / rate contact copies of quoted model & similar equipment along with performance reports or self-certificate of performance and proof of payment of equipment as per provenness / experience criteria.

B: Commercial Terms and conditions

1. **Payment Terms:** 80% payment after supply/delivery of the vehicle and balance 20% payment after commissioning/registration of the vehicle.
2. **Clarification/Shortfall documents:** After evaluation of the uploaded documents, shortfall/clarification do

uments, 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 respond by the specified time and date, his tender will be liable to be rejected.

The shortfall/information/documents will be sought only in case of historical documents as per GeM guidelines.

3. **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.

4. **EMD, Security deposit and PBG:**

EMD: The EMD @2% i.e. ₹ 68,600.00 will be accepted in the form of DD, BG and NEFT in the name of Mahanadi Coalfields limited. (For account details please refer ATC document)

Security BG: The ePBG in the bid condition is considered as a Security deposit @5% of the order value for delivery period, plus two months from date of issuance of order will be applicable. In case of failure to supply the material within scheduled delivery time the BG should be extended proportionately by the seller to cover the extended delivery period.

PBG: PBG @10% for the period of warranty period plus 3 months will be applicable in this case.

5. **LOWEST PRICE CERTIFICATE:** The bidder needs to submit the lowest price certificate at the time of offer submission and supply of the material as per the format given in Annexure-B

6. **BANNED OR DELISTED OR DEBARRED OR PUT ON HOLIDAY SUPPLIERS**

The manufacturer as well as the bidder (if bidder is not the manufacturer) will give a declaration (As per format below) that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs. If a bidder and/or manufacturer has been banned or delisted or debarred or 'Put on Holiday' by any Government or quasi Government agencies or PSU, this fact must be clearly stated. The bidder need to submit the self-certificate as per the format provided in the Annexure-D.

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.

7. **MII LOCAL CONTENT CERTIFICATE:**

In compliance to 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 bidder need to submit the MII Local content certificate in the indicative format provided in the annexure E.

In cases of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local Supplier' / 'Class - II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content and place of value addition. **The certificate must bear UDIN number without which offer shall be liable to rejected.**

In case of Indian Agents/trader/reseller of the OEM quoting against the BID, the bidder needs to submit the certificate from their **Principals** i.e. OEM **otherwise offer shall be rejected.**

8. The clarification/representation submitted against the BID document through any mode other than GeM portal will not be considered.

9. **Restriction under Rule 144(xi) (Clause no. 26 of the GeM GTC):** The bidder is only eligible for participation in a BID on compliance of the Restriction under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023).
10. The offered 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.
11. Mahanadi Coalfields Limited (MCL) has on boarded the TReDS platform through Receivables Exchange of India Limited (RXIL). TReDS is an online discounting platform primarily meant for MSME vendor to get their trade receivables financed through auction mechanism where multiple financiers can participate in a very transparent manner. MSME vendors of MCL are requested to register themselves on RXIL TReDS platform to avail the above benefits. For more details, visit: <https://www.rxil.in/>.
12. 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.
13. **Ensuring submission of valid and authentic documents will be sole responsibility of the bidder. Further if at a later stage it is found that the information provided is false/misleading/incomplete their offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident Management Policy may be taken against them.**

Performance Bank Guarantee

1. 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).
2. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.
3. The PBG (s) shall remain valid as detailed above.
4. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice.
5. The release of the Performance Bank 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 PBG will be submitted through Structured Financial Management System (SFMS).
6. In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.
7. PBG is to be submitted as per the Annexure-A, along with SFMS confirmation. The email ID of the PBG issuing bank may please be provided for the confirmation and communication with the respective bank.
8. Procedure for submitting Bank Guarantee through SFMS:
 - a. The bank guarantees issued by the issuing bank on behalf of contractor, supplier, customer in favour of Mahanadi Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).
 - b. MCL has chosen State Bank of India and ICICI Bank to act advising/beneficiary bank of MCL. The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.
 - c. The details of beneficiary (i.e. MCL) for issue of bank guarantee in SFMS platform is as furnished as below.

State Bank of India as advising bank of MCL

1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited
		ii.	Area	MCL HQ Sambalpur
		iii.	Name of Bank	State Bank of India
		iv.	Bank Account No.	010659453016
		v.	Department	MM Department, MCL HQ

2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	State Bank of India
		ii.	Bank Branch Name	MCL Complex Burla
		iii.	Branch Code	07749
		iv.	Beneficiary Bank Branch IFSC	SBIN0007749
		v.	Beneficiary Bank Address	MCL Complex, JagritiVihar, Burla, Sambalpur-768020

ii)

ICICI Bank as advising bank of MCL

1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited	
		ii.	Area	MCL HQ Sambalpur	
		iii.	Name of Bank	ICICI Bank	
		iv.	Bank Account No.	019405003862	
		v.	Department	MM, HQ	
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	ICICI Bank	
		ii.	Bank Branch Name	Sambalpur	
		iii.	Branch Code	0194	
		iv.	Beneficiary Bank Branch IFSC	ICIC0000194	
		v.	Beneficiary Bank Address	Paradise Chamber, Infront of Jagannath Temple, Budharaja, Sambalpur -768004	
		The applicant's bank transmitting the Bank Guarantee through SFMS needs to mention the following details for Beneficiary Bank.			
		SFMS Field No.		Details	
		7035		IFSC Code: ICIC0000194	
		7036		ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004 A/C No.019405003862	
		7037		MCL224951	
BG Applicant is to specifically ask BG issuing bank to mention the code 'MCL224951' in field no 7037 of IFN760COV/IFN767COV so as to enable the email IDs tagged with the account to receive advised BG over emails.					

d. The Supplier / Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

e. The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India, MCL Complex Burla (IFSC-SBIN0007749) or ICICI Bank, Ainthapalli, Sambalpur (IFSC-ICIC0000194), as the case may be, to aid in the process of confirmation of Bank Guarantee.

f. The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to Finance HQ through e-mail (i.e. email ids gm-fin.mcl@coalindia.in & user3-fin-cash.mcl@nic.in) and provide print out of the said message from advising bank with seal and signature, to the Finance Dept. of HQ.

g. The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Concerned Department of Head Quarters of Mahanadi Coalfields Limited at Sambalpur by Speed Post /Registered Post (AD).

h. The release of the Performance Bank 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 with the approval of concerned HOD (MM) / Are a GM after expiry of validity period after obtaining the following: 1. 'No Claim Certificate' from the concerned HOD (User Dept) indicating that there is no claim pending. 2. 'No Claim Certificate' from the contractor indicating that there is no claim pending and there is no dispute.

Annexure-A

(Clause no. 01 of Commercial Terms and conditions)

Performance Bank Guarantee Format

..... (name& address of the Purchaser
..... Company)

Re: Bank Guarantee in respect of Agreement / contract / Purchase Order no. dated
..... Day of 20 between M/s. Mahanadi Coalfields Limited (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
/ contract / Purchase Order no.....dated (hereinafter called 'the said agreement') with
M/s. Mahanadi Coalfields Limited (hereinafter called 'the Company') to supply stores/materi
als amounting to Rs on the terms and conditions contained in the said agreement.

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 unconditi
onally agree with the Company that if the Contractor shall in any way fail to observe or perform the te
rms and condition of the said agreement or shall commit any breach of its obligations thereunder, the
Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs
..... or any portion or any portion thereof 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 r
egards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withh
old, payment on the ground that the contractor has disputed its liability to pay or has disputed the qua
ntum of the amount or that any arbitration proceeding or legal proceeding is pending between the Co
mpany and the contractor regarding the claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall re
main in full force and effect till the period that will be taken for the performance of the said agreement
which is likely to be theday of but if the period of agreement is extended either pursuant to th
e 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 su
m of Rs, or such lesser amount out of the said sum of Rs as may be due to the Comp
any and as the Company may demand. This guarantee shall remain in force until the dues of the Com
pany in respect of the said sum of Rs are fully satisfied and the company certifies that the
agreement 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 ter
ms 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 th
e Company against the contractor and to forbear to enforce any of the terms and conditions relating t
o the said agreement and the Bank shall not be relieved from its liability by reason of such failure or e
xtension being granted to the contractor or through any forbearance, act or omission on the part of th
e Company or any indulgence by the Company to the contractor or any other matter or thing whatsoe
ver 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 extend
ed 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 and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted t

of 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 the validity period and for the claim period 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.

Dated this Day of 2022.

Place

Signature of the authorized person
For and on behalf of the Bank

ANNEXURE - 2

RELAXATION OF NORMS FOR STARTUPS & MSEs in Public procurement regarding prior experience criteria:

Further, vide Policy Circular No. 1(2)(1)/2016-MA dated 10.03.2016 of MoMSME, it has been clarified that at all Central Ministries/ Departments/ Central Public Sector Undertakings may relax the condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications, i.e. these MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications. Further, as per Department of Expenditure, Ministry of Finance OM No. F.20/2/2014/PPD-(Pt) dated 25.07.2016 circulated vide note F. No. 24/2/2013/Fin-I dated 02.08.2016, relaxation of the condition of prior turnover and prior experience in public procurement has been extended to all Startups (whether MSE or not) subject to meeting of quality and technical specifications in accordance with the relevant provisions [Rule 173(i)(b) of GFR, 2017]. It has subsequently been clarified by the Department of Expenditure, MoF vide OM No. F.20/2/2014/PPD- (Pt) dated 20.09.2016 that there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where procuring entities may prefer the vendors to have prior experience rather than giving orders to new entities. For such procurements, wherever adequate justification exists, the procuring entities may not relax the criteria of prior experience/ turnover for Startups. In view of the above instructions, wherever, it is decided not to relax prior experience/ turnover criteria, adequate justification has to be given.

However, if bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the TIA, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per Annexure-1) has to be enclosed in the tender documents and such MSEs/ Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability may be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/ processing of offers.

It should be ensured that the designated technical authority from whom the technical capability report is being called, is furnished with copy of the enquiry, the details of equipment, quality control, manpower availability, compliance/deviation statements and any other relevant particulars related to manufacturing/supply of the item as furnished by the firm(s) along with their tender.

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of tenders.

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

If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided date of such reports are not more than one year from the date of opening of bids.

If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, digitally signed copy (for documents submitted on e-procurement portal)/ self-certified copy (for documents submitted in modes other than e-procurement portal), for relaxation from the criteria of prior experience and prior turnover:

- valid BIS Marking License for the quoted items or
- Rate contract issued by CIL/its Subsidiary Companies for the quoted items or
- valid DGMS Approval certificate for the quoted items or
- Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.

The document(s)/certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a copy of such document(s) / certificate (s) valid on the date of supply.

ANNEXURE - 1

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

(To be submitted by the Startups / MSE firms who claim the relaxation in provenness / experience criteria, as per Annexure-2)

GeM bid No. _____ Date: _____

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 reference

ANNEXURE - 3

FORMAT FOR SELF-CERTIFICATE FOR PERFORMANCE

We certify that 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 complaint(s)/Claims lodged by the purchaser, if any, have been attended to and no complaints/claim(s) are pending.

Details of Purchase order(s)/ Rate contract(s) enclosed with our offer are tabulated below:-

Sl. no	Purchase order(s) / Rate contract(s) no. and date	Item description in Purchase order(s)/ Rate contract(s) with make and model of equipment.	Quantity	Date of Commissioning of equipment (in DD/MM/YYYY format)	Proof of payment document reference / details
1					
2					

[Note: In case, any specific Purchase Order(s) has/ have not been fully executed and any complaint/ claim is pending, then details of such cases are to be categorically mentioned with the reason]

ns thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be the responsibility of bidder and appropriate action will be taken by CIL/ subsidiary company if it is subsequently found to be misleading/ false/ forged.

However, MCL reserves the right to obtain the performance directly from the end user of the item/product.]

(Signature of bidder)

Annexure-B

(Clause no. 07 of Commercial Terms and conditions)

Format for Lowest Price Certificate (To be printed on letterhead)

This is to certify that, the prices quoted by us for the offered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization.

Date:

Signature of Bidder

Seal of the firm

Annexure-D

FORMAT FOR BANNED OR DELISTED OR DEBARRED OR PUT ON HOLIDAY DECLARATION (To be printed on letterhead)

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:

Name of the Organisation which has banned the bidder:

Ban Period :

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.

Annexure-E

FORMAT FOR SELF CERTIFICATE TOWARDS LOCAL CONTENT

(To be printed on letterhead)

(to be submitted by the Local supplier i.e. OEM **choose any one below condition**)

(1) This is to certify that we fall in the category of Class I Local Supplier and the Goods offered by us against this tender has the local content _____%. The details of Location(s) at which the Local value addition is made are as under:

Value addition is done at the following location:

Address of Location / Factory _____

Authorized Signatory of OEM

Date:

Seal of the firm

OR

(2) This is to certify that we fall in the category of Class II Local Supplier and the Goods offered by us against this tender, has the local content of more than 20% but less than 50%. The details of Location(s) at which the Local value addition is made are as under:

Value addition is done at the following location:

Address of Location / Factory _____

Authorized Signatory of OEM

Date:

Seal of the firm

Note:

1. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local Supplier' / 'Class - II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor or of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content and place of value addition. **The certificate must bear UDIN number without which offer shall liable to be rejected.**
2. In case of Indian Agents/trader/reseller of the OEM quoting against the BID, their **Principals** i.e. OEM should submit the above mentioned certificates. **Otherwise offer shall be rejected.**

Annexure-F

(Clause no. 10 of Commercial Terms and conditions)

FORMAT FOR DECLARATION OF THE LATEST ORDER COPY (To be printed on letterhead)

We have received / have not received (strike off whichever is not applicable) any order copy for the offered /similar item(s) from any Organization/ Ministry/ Department of the Govt. of India/Coal India Ltd. and/ or its Subsidiaries or other PSU or any other private organization.

Date:
er

Signature of Bidder

m

Seal of the firm

(Note: If received any order copies, the bidder has to upload copy/copies of the last (latest) purchase order /s as per the clause)

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws /

acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[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---