







# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-01-2025 19:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-01-2025 19:30:00	
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	McI Sambalpur Odisha	
क्रेता ईमेल/Buyer Email	so-mm-oria.mcl@coalindia.in	
Total Quantity/कुल मात्रा	2	
Item Category/मद केटेगरी	Toner Cartridges / Ink Cartridges / Consumables for Printers (	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, 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 1 buyer	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड 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	
Estimated Bid Value/अनुमानित बिड मूल्य	73272	

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
ePBG Detail/ईपीबीजी विवरण Required/आवश्यकता	No
MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता	No
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 exempte from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and techn 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 offer 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. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated o through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) O 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 o Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by so 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 documen evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller sh 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 N and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MS will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after

evaluation of documents submitted.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has 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 Bid / RA process.

# **Toner Cartridges / Ink Cartridges / Consumables For Printers ( 2 pieces )**

## 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	Product Class of Cartridge	ОЕМ
	Name of the OEM/Compatible Manufacturer of Cartridge/Consumable Offered	HP India Sales Private Limited
	Printer/Multifunction Machines Brand for which offered Cartridge/Consumable is Suitable	HP
	Type of Cartridge/Consumable	Maintenance Kit
	Color of the Ink/Toner	Black
	Model Number of OEM's Printer/OEM's Multi Function Machine	HP DesignJet T730, HP DesignJet T830
	Model Number of OEM's Printer Cartridge/Consumable	HP 729 Printhead Replacement Kit-F9J81A
	Model Number of cartridges /Consumable offered by compatible manufacturer	Not Applicable for Printer OEM
	Minimum Yield of the Replacement Cartridge/Consumable offered (Number of Pages)	Less than 500, 501 to 1000, 1001 to 2000, 2001 to 500 5001 to 10000, 10001 to 15000, 15001 to 20000, 2000 to 30000, 30001 to 40000, 40001 to 50000, 50001 to 70000, 70001 to 100000, 100001 to 500000, 500001 to 1000000, 1000001, Not Applicable Or high

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

S.No./क्र.सं	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी दिन
1	Aravind Vikram Kavadian	768216,Mahanadi Coalfields Limited GM Office Orient Area Brajrajnagar	2	45

# Special terms and conditions-Version:2 effective from 15-10-2024 for category Toner Cartridges / Ink Cartridges / Consumables for Printers

- 1. 1. Category cover 2 classes of products namely OEM Cartridges and Compatible Cartridges
  - 2. For Parameter "Product Class of Cartridge", "OEM" shall mean OEM for Printers only and not OEN compatible cartridges. "Compatible" shall mean OEM of compatible cartridges only.
  - 3. OEM Cartridge covered is the cartridge having the brand of the respective printer OEM. Compactoring cartridge is the cartridge having the brand different than the respective printer brand or is manufacture an entity other than OEM of the printer and is meant to fit in a particular printer for replacing Cartridges.
  - 4. Printer OEMs who are given entry in the category and allowed Dashboards can upload catalogues of Cartridges choosing product class option as OEM. Compatible OEMs are those entities who are verassessed as per the special VA criteria applicable (Availble on GeM Website) by Vendor assessment ago of Government e marketplace. They are required to upload catalogues strictly in terms of the VA report choosing product class option as compatible. Any deviations by OEMs/Compatible OEMs in approximately product class option shall be viewed seriously and result in administrative actions against the respesseller.
  - 5. Against parameter Type of Replacement Cartridge/Consumable options applicable depending on the as cartridge or consumbale is to be chosen while creating catalogue. For example if ink bottle or powder bottle are being uploaded the relevant option to be chosen as consumable and if toner catrid being uploadedoption to be chosen as toner catridge
  - 6. Parameter model Number of OEM Printer /MFP etc., for which offered Cartridge/Consumable is suitable guide the buyer in identifying the OEM or compatible cartridge to be procured for a specific printer . \ creating catlogues sellers are to ensure that options are chosen according to the printer model for \ \ offered catridge is suitable
  - 7. Model Number of cartridges/Consumable offered by compatible manufacturer indicate suitability of of compatible cartridge with the OEM Cartridge model. For OEM also options covering their catridge n numbers are included against parameter Model number of OEM's Printer Cartridge/Consumable. This dealong with printer model for which offered catridge/consumable is suitable shall help in identification suitability of offered catridge/consumable by buyers for the printers/multifunction machines available them
  - 8. Both Printer OEMs who are uploading catalogues for their OEM cartridges as well as compatible OEM required to get the model/Part Nos included in drop-down options Compatible OEMs are required to their model nos included in the drop-down options for selection during the creation of catalogues. The required to submit a list of compatible model nos through the help desk for inclusion and shall contained their model nos only after inclusion creation of catalogues choosing incorrect in nos shall be viewed seriously and may result in removal of catalogues in addition to other administrications ...Compatible OEMs are also required to ensure that they do not indicate their model no or part any manner resembling OEM model/Part No to avoid confusion to the buyers.
  - 9. Name of the OEM of Cartridge/Consumable offered shall indicate Printer OEM or name of compatible as per VA report .Printer OEM or compatible OEM are to upload catalogues only choosing their name drop down options After completion of VA sellers should approach GeM through help desk to get r included under options provided against this parameter. Dash board should be taken for creating catal only after including name.
  - 10. The buyers are requested to note that, when the OEM cartridges for different brands of printers procured through bunch bids, they should opt for item-wise evaluation and not a total value evaluation. This shall ensure that resellers of only one of the printer brands will also be able to partic in the bid. In the event of total value-wise evaluation only entities who are resellers for both the prir brands shall be able to participate. Further OEM and compatible catridges may not be bunched togethe

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

#### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# **ADDITIONAL TERMS AND CONDITIONS**

# 1. Basic Eligibility

The bidders must satisfy any of the following conditions to be considered as eligible bid against the tender.

- **i)Indigenous Manufacturers:** Indigenous manufacturers who manufacture the tende m(s) are eligible to quote against the tender.
- **ii)Indian SellingAgent:** Authorised Indian Selling Agents/Dealer/Distributorof an indig us manufacturer is also eligible to quote on behalf of its principal against the ten However, in such case, authorised Indian Agent shall have to upload scanned copy of

Manufacturer's Authorization as per the Annexure-A.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to particip quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a er, either manufacturer can quote, or its authorised Indian Agent can quote but both are not allowed to partic / quote in the same tender.

## 2. Provenness Criteria

The offered product shall be considered proven provided the tendered items have been upplied during the last 5 years from the date of tender opening against orders of CIL and ts subsidiaries, other PSUs, Government Departments and Private Organizations and the performance has been found satisfactory.

In case, the bidder submits copy of supply order(s) which have been placed against any ate Contract, the bidder should submit copy of the Rate Contract against which such ord (s) were placed.

AND

The bidder should submit satisfactory performance certificate as per the provisions of the supply order for the quoted items from the end user, against supply order(s) submitted ainst proveness criteria. Satisfactory performance certificate should indicate supply ordetails

In case, the Performance Report(s) of the End-User(s) is not available for the supply orders submitted along v

the offer issued by CIL/it's subsidiaries/Govt. Departments/Government organizations/Private organization, the dder shall submit self-certification as per the format given as Annexure-B claiming satisfactory performance a er the provisions of the supply order against the Purchase Order(s)/ Rate Contract(s).

# Relaxation of Norms for Startups and Micro & Small Enterprises (MSEs in Public Procurement Reg ng provenness criteria)

- a) If bidders have submitted documents to prove the Startup/MSE status for the tendered item withoutcertific owards quality, assurance and capability from some authority like MSME, NSIC, etc., the Tender Inviting Author f needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as perescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proform Equipment and Quality Control' (as per Annexure-C) has to be enclosed in the tender documents and such MS tartups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the e proforma along with their bids for verification of their technical capability. After opening of bids, the verification of their technical capability may be done by the concerned Technical Department immediately without any undue do that it is available for consideration at the time of evaluation/ processing of offers.
- b) If required, a techno-commercial team of MCL may visit the manufacturing unit of the vendor.
- c) If favourable technical capability reports obtained earlier on such firms for supply of the item in question as the required specification is available, these may be considered, provided date of such reports are not more one year from the date of opening of bids.
- d) In case there is deficiency in technical capability of the firm, the same shall be communicated to them by t r inviting authority for improvement in the quality of their product for future tenders and clearly indicating that r offer cannot be considered for relaxation against the tender in questionand to avoid any future complication e issues relating to Technical capability shall be decided by Head of Technical Department.
- e) If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their prod are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven productof the ancillary unit c ubsidiary Company of CIL, they will be required to submit the following applicable related documents, duly not ed, for relaxation from the criteria of prior experience and prior turnover: -
- Valid BIS/ISI Marking License for the quoted items on them.

OR

• Valid Rate contract as issued by CIL/its subsidiary companies for the quoted items on them.

OR

• Valid DGMS Approval certificate for the quoted items on them.

OR

• Proven Ancillary certificate issued by Subsidiary Companies for the quoted items on them.

OB

• Certificate issued by DIPP (Department of Industrial Policy & Promotion) for being "Start-up". The documen ertificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on ate of tender opening and a copy of suchdocument(s)/certificate(s) validon the date of supply, duly notarized, accompany their bill(s).

# 3. Earnest Money Deposit (EMD)

The EMD will be accepted in the form of FDR, DD, BG.

Bidders can also submit the EMD online through RTGS / internet banking as per the following details.

Beneficiary name : MCL ORIENT AREA

Account No. :11264770137

IFSC Code: SBIN0004702

Bank Name: STATE BANK OF INDIA

Branch address: State Bank of India, Lamtibahal, Brajrajnagar

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on line sfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer alongwith bid.

Note: Bidders registered with MSE as manufacturers of goods are exempted from submission of I MSE bidders registered for services and traders are not exempted from submission of EMD, their shall be rejected if they do not submit EMD. The technical acceptance of their bid is subject to tl dder having manufacturer of their quoted product clearly mentioned in the list of categories.

4. Security Deposit: (ePBG in BID): NA

5. Performance Bank Guarantee: Not Applicable.

6.Contact Persons:

(i)——For Technical Queries related to Bid :Staff Officer (Survey), 7481808303

For Commercial Queries related to Bid: Sri Biswajit Pattnaik, GM(MM), 9438879568

(iii) For Supply related Queries: Sri Aravind Vikram, Depot Officer, 8921421171

# 7. Shortfall / Confirmatory Documents

After evaluation of the uploaded documents, shortfall/clarification documents, if applicable, shall be sought fine 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 I owed in this regard. If the bidder does not comply or responds by the specified time and date, his bid will be Ii to be rejected.

The shortfall/information/documents will be sought only in case of historical documents which pre-existed at me of the tender opening and which have not undergone change since then.

The clarification/shortfall document submitted in the representation after technical evaluation inGeM portal w t be accepted. Only a representation about the wrong evaluation done will be considered.

The clarification/representation submitted against the BID document through any mode other than GeM portal be considered.

- 8. The seller has to upload all relevant documents (like Guarantee/Warranty certificate, Delivery Challan, E -wa st report, import documents, any other document mentioned in the contract/ Additional Terms and Conditions (cument whichever is applicable) in the GeM portal while generating Invoice.
  - **9. Inspection**: Final inspection of materials shall be carried out at the consignee's end by the authorized re sentative of SO (Survey), Orient Area at area level before acceptance of materials.
  - **10. Price Fall Clause:** The price charged for the stores/equipments supplied against this tender by the bidd hall in no event exceed the lowest price at which the bidder sell or offer to sell the stores of identical descript to any organisation during the period of contract.

If the supplier at any time during the period of contract reduces the sale price, sells or offers to sell such es/equipment to any organization at a price lower than the price chargeable under this contract, the supposed shall forthwith notify such reduction of sale price to the Tender Inviting Authority and the price payable up the contract for stores/equipment supplied after the date of coming in force of such reduction in sale price.

shall stand correspondingly reduced.

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

- (i) The currency of contract will mean the period till completion of supply.
- (ii) The bidder will be asked to submit a copy of the last (latest) purchase order for the similar/ ordered i (s) received by them from any Organization / Ministry / Department of the Govt. of India/Coal India Lt nd/ or its Subsidiaries or other PSU or any other private organization, along with the offer.
- (iii) It shall be responsibility of the supplier to inform the purchaser of offer to supply/supply of the simila rdered item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or Coal Ir Ltd. and/ or its Subsidiaries or other PSU or any other private organization during the currency of the tract.
- (iv) The supplier shall submit a certificate along with the bill(s) that it 'has not offered to supply/ supplied similar/ ordered item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India Coal India Ltd. and/ or its Subsidiaries or other PSU or any other private organization."

(Not Applicable for Purchase Value less thanks. Two Lakh)

**11. Price Certificate**: In the event of placement of Contract on the lowest tenderer they shall have to subm price certificate in all their invoices in the following format (Annexure-D):

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

#### 12. 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 Annexu at they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government or processor PSUs.

If a bidder and/or manufacturer has been banned or delisted or debarred or 'Put on Holiday' by any Governme asi Government agencies or PSU, this fact must be clearly stated. The bidder need to submit the self-certificate the format provided in the Annexure-E.

#### 13. MII LOCAL CONTENT CERTIFICATE:

In compliance to public procurement (Preference to Make in India), Order 2017 as amended from time to time a ubsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products, the bidder nee mit the MII Local content certificate in the indicative format provided in the annexure F.

In cases of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local Supplier' / 'Class - II Local Su hall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case o nies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than nies) giving the percentage of local content and place of value addition. **The certificate must bear UDIN nui ithout 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 cert om their **Principals** i.e. OEM. **Otherwise offer shall be rejected.** 

14. Ensuring submission of valid and authentic documents will be sole responsibility of the bidder. Fur at a later stage it is found that the information provided is false/misleading/incomplete their offer e treated as unresponsive and suitable penal action as per provisions of GeM Incident Managemen may be taken against them.

#### 15. Warranty/Guarantee:

- (i) The Supplier to warrants that the Goods supplied under the Contract are new, unused, of the most rece r current models and that they incorporate all recent improvements in design and materials unles ovided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this ntract shall have no defect arising from design, materials or workmanship or from any act or omin of the Supplier that may develop under normal use of the supplied Goods in the conditi prevailing in the purchaser's country.
- (ii) The Supplier shall furnish Guarantee/Warranty certificate along with the bill for satisfactory performant f the ordered materials for a period of eighteen(18) months from the date of receipt and acceptar of material at consignee's end or twelve(12) months from the date of its use/fitment/commissioni whichever is earlier. In case of higher Manufacturer warranty, the same shall be applicable.
- (iii) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warrar The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free c st at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time c eir replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods the ter.
- 16. The scanned copies of the following confirmatory documents shall be submitted by b er:

NOTE: Manufacturer Authorization and the certificates in respect of UDYAM Registration of Micro all Enterprises (MSME), NSIC Registration, ISO Certificate, BIS License and DGMS approval must b lid on the date of bid opening of the bid.

A) Oualification Criteria:

S I N o	Category of Bidder	Scanned copy of documents to be uploaded by all the bid ders in support of Basic Eligibility Criteria (Self certified copy)
a	Indigenous Manufacturers	All of below specified documents at SI. 1 to 2 (Self certified  (1) Any one of the following documents for the tendered items:  a. Factory license/Manufacturing license  b. NSIC registration certificate.  c. SSI/DIC registration certificate  d. Valid ISO Certificate.  e. Valid BIS license/certificate  f. Valid DGMS approval  g. Micro / Small Enterprises [MSE] Registration certificate for eing manufacturer for the tendered item issued by District I dustries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or Natical Small Industries Corporation or Directorate of handicraft and Handloom or any other body specified by Ministry of M ro, Small and Medium Enterprises  (2) For verification of local content 'Class-I local supplier'/ 'Class-II ocal supplier', shall be required to indicate percentage of local ontent and provide self-certification that the item offered meets he local content requirement along with details of the location(s at which the local value addition is made as per Annexure-F

b Indian selling agents autho rized by Indian manufactur er

#### All of below specified documents at SI. 1 to 4 (Self certified

- 1) Specificauthorization& undertaking from their principal manufacurer to quote against this tender as per Annexure-A

  Note: (The authorization should be pre-dated (from tender openg date), properly signed and valid. The validity should correspond to the delivery period stipulated in Tender Enquiry)
- 2) The manufacturer/ tenderer is required to upload a certificate t at no agent/ middleman/ Liaoning agent or any entity in any r me other than the disclosed authorized Indian agent is involved n the process of procurement of goods and services.
- 3) Any one of the following documents of the principal manufacture r for the tendered items:
  - a) Factory license/Manufacturing license
  - b) NSIC registration certificate.
  - c) SSI/DIC registration certificate
  - d) Valid ISO Certificate.
  - e) Valid BIS license/certificate
  - f) Valid DGMS approval
  - g) Micro / Small Enterprises [MSE] Registration certificate for being manufacturer for the tendered item issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board rough National Small Industries Corporation or Directorate of andicrafts and Handloom or any other body specified by inistry of Micro, Small and Medium Enterprises
- (4) For verification of local content 'Class-I local supplier'/ 'Class-II cal supplier', shall be required to indicate percentage of local content and provide self-certification from the OEM that the item of fered meets the local content requirement along with details of the location(s) at which the local value addition is made as per nnexure-F

# B) Provenness Criteria:

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SI No.	Alternative Provenness Criteria	Scanned copy of documents to be uploaded be bidder in support of information / declaration nished online by the bidder against Provennes iteria as Confirmatory Document (self Certified py)
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The tendered item must have been supplied during the last 5 years from the date of tender opening to any Government/Public Sector Undertaking s (Indigenous or Global) or any Private Industry (Indigenous or Global),.

Please note that the orders should not be older t han five (05) years from the date of opening of t ender. Uploaded orders older than 5 years from t he date of opening of tender shall be ignored.

(No new supply orders shall be accepted during r ecycling of shortfall documents. Therefore bidder s must be careful while uploading supply order c opies online)

#### AND

Either, having satisfactory performance report fr om the user for a period of not less than 01 year

#### OR

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

"The items covered in the Purchase Order(s)/ Ra te Contract(s) copies enclosed with our offer hav e been fully executed and have performed satisf actorily as per the provisions of respective Purc hase Order(s)/ Rate Contract(s) and all the com plaints/ claim (s) lodged by the purchaser, if any , have been attended to and no complaints/ clai ms(s) are pending".

Note: The supplies must be completed a t least twelve months prior to last date of tender submission.

# Both the following documents (a) and (i) or b(ii)

a. Complete Set of Supply order(s) (Firm) control s for the tendered item. The age of orders oaded shall be maximum 5 (five) years frough the date of opening of tender for the purpoof determination of provenness of the Prodoffered by a bidder.

Please note that the orders should not be or than five (05) years from the date of opeg of tender. Uploaded orders older than 5 rs from the date of opening of tender shall ignored.

#### AND

- b. Any of the following:
  - Satisfactory performance report from users for a period of not less than 01 y from the date of fitment/commissionir

#### OR

ii. The bidder will be required to furnish a lf-certificate to the following extent:

"The items covered in the Purchase Order(s)/e Contract(s) copies enclosed with our offer h been fully executed and have performed satistorily as per the provisions of respectivePurch Order(s)/ Rate Contract(s) and all the compla/claim (s) lodged by the purchaser, if any, habeen attended to and no complaints/claims(sepending".

Note: The supplies must be completed a ast twelve months prior to last date of to er submission.

(No new supply orders shall be accepted durin cycling of shortfall documents. Therefore bid must be careful while uploading supply order es online)

ii	If the bidder is a Startup or Micro& Small Enterpri se (MSEs) for the tendered items to be offered by them	a) Certificate issued by DIPP (Depart nt of Industrial Policy & Promotion) being "startup" or certificate issue y Authorities for being "MSE" AND b) Any one of the following document attested by Public Notary):-
		Valid ISI marking license / DGMS Approval c ficate for the offered item OR Rate contract ued by CIL/ any other subsidiary for the offe item OR Proven Ancillary certificate issued MCL for the offered item (notarized).  Or
		Filled up 'Proforma for Equipment and Qua Control' (as per Annexure-C) for verification your technical capability by concerned tecl al department.

NOTE: The bidders offer shall be summarily rejected if Manufacturer's authorisation certificat nd Supply Order copies are not submitted along with the offer. No clarification shall be asked these two documents.

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

SI No.	Other Qualification Criteria	Scanned copy of documents to be uploaded by all the bidders in support of Other Eligibility Criteria (prefer ably Self certified copy)
	Price Fall Clause	The bidder shall submit a copy of the last (latest) purchase order for the offered/similar item(s) received by them from any Organization / Ministry/ Department of the Govt. of Indi a/Coal India Ltd. and/ or its Subsidiaries or other PSU or any other private organization, along with the offer.
1	format at <b>Annexure-G</b>	Or
		The bidder shall submit a self-certificate conforming that the y have not received any order copy for the offered/similar it em(s) from any Organization/ Ministry/ Department of the G ovt. of India/Coal India Ltd. and/ or its Subsidiaries or other P SU or any other private organization
2	Lowest Price certificate format at Annexure-D	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 Organizatio n / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other privat e organization."
3	Any other document to support the qualification information as submitted by the bidder online	

17. Details of Tender Inviting Authority. Staff Officer(MM). The Office of the General Manager, Orient Area, AT/PO- Brajrajnagar Dist - Jharsuguda, Odisha - 768216. 18. Address of the Consignee. Depot Officer, Regional Stores, Orient Area Landmark -Next to Orient Police Station. Brajrajnagar, Dist- Jharsuguda, Odisha - 768233 Contact No. - 8921421171 **ANNEXURE-A Authorization & Undertaking Certificate by Manufacturer** (On Letter Head of the Principal / Manufacturer) M/s. MCL. Address Dear Sir **Sub: Tender No.:** [name of manufacturer] who are established and reputable manufacturer ies at \_\_\_\_\_ [address(es) of factory(ies)], WHEREAS we, M/s endered/offered items having factories at Do hereby authorize M/s [Name & Address] our Agent to submit a bid and execute the resultant ( act with you on our behalf against the above Tender. \_\_ [name of manufacturer] also undertake the following: We, M/s That, as a matter of our corporate policy, we don't directly quote/ market our products directly to any or ation in India (except in situations like supplies to OEM / OES / OPM, supplies of spares and consumables I ed with supply of equipment, supplies to customers not covered by dealer network due to geographical/ le cs constraints), and if, subsequently, at any stage, it is found that we have quoted directly to any organiz (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with su of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constra , we shall be liable for penal action as per provisions of the NIT and the Purchase Manual. Further, if at an ge, it is found that agency commission has been paid by us without declaring the agent, the commission e recovered with interest. (agent commission, if any, can be mentioned in "Other Charges" column of BO(

ii) That we will accept the responsibility for the satisfactory execution of orders placed on our authorized ac

iii) That, wherever necessary, we will provide requisite inspection and testing facilities at our works in respe

ncluding warranty/ guarantee obligations.

- 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 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 <u>c</u> ntee and warranty as per the General Conditions of Contract (GCC), Special Conditions of Contract (SCC), nical Specificationsfor the Goods and Services offered for supply by the above bidder on our behalf again s tender for the entire contract period as well as ensure supply of spares & consumables even beyond cor 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 fulfilment of contractual obligations for any  $\iota$  seen reason, we shall take the responsibility to make alternate arrangements to support MCL as well as  $\epsilon$  te the remaining period of the contract ourselves or through another competent Indian Agent/entity fulfil he 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 (
  -Government Agency or any Public Sector Undertaking in India.

	Г

We were banned by the organization named "	" for a period of y
ffective from tofor (the reasons to be	mentioned).

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of manufacturers].

## **ANNEXURE-B**

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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 ful ecuted and have performed satisfactorily for a period of minimum one year from the date of commissionin d all the complaints/ claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ c s(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

(<u>Note:</u> Inclusion of any additional redundant information by the bidder, which does not contradict the content pirit of original format uploaded by department, will not be a cause of rejection of their bid)

#### **ANNEXURE-C**

#### PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Reference : CI	L/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 | oduced).
- 4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, lab ry etc.)
- 5. Details of plant and machinery erected and functioning in each department (monographs and description phlets) 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 date of application.
- 12. Whether stores were tested to any standard specification, if so, copies of original test certificate should be mitted in duplicate.

(Signature of Tenderer)

NB: Details against SI. Nos. 5 to 12 inclusive need be restricted to the extent they pertain to the items under

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# **ANNEXURE-D**

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SN	Self-Declarations (On Letter Head of the Bidder)
а	Lowest Price certificate:

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

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(<u>Note:</u> Inclusion of any additional redundant information by the bidder, which does not contradict the content pirit of original format uploaded by department, will not be a cause of rejection of their bid)

### **ANNEXURE-D**

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	SN	Self-Declarations
		(On Letter Head of the Bidder)
	b	Banned/ Delisted/ Debarred/ 'Put on Holiday' Certificate:

We have been / have not been (strike off whichever is not applicable) banned or de-listed or Debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs.

(Note: If applicable, the bidder has to upload copies of banning or de-listing or Debarring or 'Putting on Ho liday letter)

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(<u>Note:</u> Inclusion of any additional redundant information by the bidder, which does not contradict the content pirit of original format uploaded by department, will not be a cause of rejection of their bid)

#### **ANNEXURE-F**

SN	Self-Declarations (On Letter Head of the Bidder)
d	Local Content Certificate:

We do hereby certify that the item/s offered against the tender are manufactured at
(Give address of manufacturer's works/Factory, where the Equipment is manufactured)
We
(Applicable in case of Companies)
Or,
We
(Applicable in case of other than Companies)
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)
( <u>Note:</u> If tender value is more than Rs. 10.00 Crores, then above certificate has to be issued by competent ty

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#### **ANNEXURE-G**

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SN	Self-Declarations  (On Letter Head of the Bidder)
1	Price Fall Clause:

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

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

2. We further undertake that we have not offered to supply/ supplied/is not supplying same or si r product/ systems or sub systems at a price lower than that offered in the present bid in rest of any Organization/ Ministry/ Department of the Govt. of India or Coal India Ltd. and/ or its Su iaries or other PSU or any other private organization during the currency of the contract and s found at any stage that same or similar product/systems or sub systems was supplied by us ny Organization/ Ministry/ Department of the Govt. of India or Coal India Ltd. and/ or its Subsi es or other PSU or any other private organization at a lower price during the currency of the c act, then that very price will be applicable to the present case and the difference in the cost of the prefunded by us to MCL, if the contract has already been concluded.

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(<u>Note:</u> Inclusion of any additional redundant information by the bidder, which does not contradict the nt and spirit of original format uploaded by department, will not be a cause of rejection of their bid)

# **ANNEXURE-O**

#### 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 o art/items and warranty/ quarantee 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 / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of

[Name of Indian selling agents/dealers/distributors authorized by Indian manufacturer].

#### **ANNEXURE-I**

### **Authorization & Undertaking Certificate by OEM/OES/OPM**

(On Letter Head of the Principal / Manufacturer)

To

Mahanadi Coalfields Limited, (M.M.Deptt.),

Orient Area

At/PO:Brajrajnagar,

Dist. Jharsuguda (Odisha) -768216,

Dear Sir

#### **Sub: OEM /MANUFACTURER'S DECLARATION AGAINST Bid No.:**

	We, M/s [name of	of manufacturer] also undertake the following:
2.	We do hereby authorize M/s tract with you on our behalf again: DISTRIBUTOR,ETC TO QUOTE ON T	[Name & Address] our Agent to submit a bid and execute the resultar st the above Tender( APPLICABLE IF MANUFACTURER AUTHORISES THEIR DEFINER BEHALF)
	(Or)	
1.	WHEREAS we, M/s ndered/offered items having facto manufactured at our factory/premiserotures QUOTE DIRECTLY)	[name of manufacturer] who are established and reputable manufacturers ries at[address(es) of factory(ies)] and the tendered item(sises at the above address and are not 'BOUGHT OUT" items. (APPLICABLE IF I

- i) That, as a matter of our corporate policy, we don't directly quote / market our products and if, subsequer t any stage, it is found that we have quoted directly to any organization, we shall be liable for penal actior er provisions of the NIT and the CIL Purchase Manual. Further, if at any stage, it is found that ac commission has been paid by us without declaring the agent, the commission will be recovered with interagent commission, if any, can be mentioned in "Other Charges" column of BOQ)
- ii) That we will accept the responsibility for the satisfactory execution of orders placed on our authorized ag cluding warranty/ guarantee obligations.
- iii) That, wherever necessary, we will provide requisite inspection and testing facilities at our works in respection 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 tha 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 gratee and warranty as per the General Conditions of Contract (GCC), Special Conditions of Contract (SCC), To call Specifications for the Goods and Services offered for supply by the above bidder on our behalf against ender 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 seen reason, we shall take the responsibility to make alternate arrangements to support MCL as well as e e the remaining period of the contract ourselves or through another competent Indian Agent/entity fulfillir 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 (Government Agency or any Public Sector Undertaking in India.

Government Agency or any Public Sector Undertaking in India.
OR
We were banned by the organization named "y fective from tofor(the reasons to be mentioned).
(Signature)
(Name)
(Designation)
(Seal)
Signed for and on behalf of [Name of manufacturers].

#### **ANNEXURE-J**

## Undertaking by the Indian selling agents/dealers/distributors authorized by OEM/OPM

(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 o /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 OEM/OPM].

#### **ANNEXURE-K**

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SN	Self-Declarations (On Letter Head of the Bidder)		
С	Declaration of HSN Code and GST Rate:		
1. GST rate for the tendered items is			

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(<u>Note:</u> Inclusion of any additional redundant information by the bidder, which does not contradict the content pirit of original format uploaded by department, will not be a cause of rejection of their bid)

#### **ANNEXURE-L**

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SN	Self-Declarations (On Letter Head of the Bidder)
g	Undertaking for accepting all terms & conditions:

It is certified that we have understood the requirement in detail and quoting accordingly and submitted to genuine documents as asked in the Bid and any false information detected, the action taken will be bind g and acceptable to us.

AND

It is certified that we have accepted all Bid Specific Additional Terms and Conditions unconditionally.

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(<u>Note:</u> Inclusion of any additional redundant information by the bidder, which does not contradict the content pirit of original format uploaded by department, will not be a cause of rejection of their bid)

# **ANNEXURE-M**

#### **DECLARATION AND UNDERTAKING BY MSE/STARTUPS:-**

S.No.	Particulars	Details	Remarks
1.	Our Organisation is Propreitory/Partner ship/Private Ltd Co/Public Ltd. Co./Othe rs:-		
2.	Our organisation is a Micro/Small/Mediu m Scale Industry/Startup/Others:-		
3.	Whether manufacturer of the tendered item(s) and the NIC 5 DIGIT CODE unde r which the tendered item(s) is/are covered by Udyam Registration Certificate:		
4.	Whether you are registered under SC/S T/GENERAL/OTHER /WOMEN CATEGORIE S:-		
5.	A declaration from the Directors/Partner of the start-up stating that bid is submitted by Start-up as a Manufacturer of the quoted item (in case of procurement of Goods) and n ot as a trader/dealer/distributor,etc:-		

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

# **ANNEXURE-N**

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT

#### **RTGS TRANSFER**

To, The Mahanadi Coalfields Limited, Orient Area, Brajrajnagar, Dist- Jharsuguda – 768216

Dear Sir,

Sub: Authorisation for release of payment due from Mahanadi Coalfields Limited, Talcher Area through Elec c Fund Transfer / Internet Banking NEFT / RTGS Transfer.

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable)

Party Details				
Name of the Party	-			
Address of the Party	-			
	City PIN CODE			
	E-Mail ID			
	Permanent Account Number			
•				
Particulars of Bank				
Name C Style of Bank	AIG			

Name & Style of Bar						
Bank Name			Branch Name	2		
PIN Code			Branch Code			
IFSC No.						
Account Type	Savings	Current	•		Cash Credit	
Account Number (a g in the Cheque Boo						

IFSC Code appearing on the cheque supplied by the Bank to be mentioned. Attached Cancelled cheque or X erox Copy of cheque or Xerox Copy of front page of pass book containing details of A/C and bank for ensuring accuracy of bank name, branch name and code number.

I hereby declare that the particulars given above are correct and complete. If any transaction is delay r not effected for reasons of incomplete or incorrect information, I shall not hold Mahanadi Coalfields Limited r nsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records purpose of credit of amount through SBI-Net / RTGS Transfer.

Place:

Date:	Signature of the party/Authorised Signatory
	Certified that p
lars furnished above are corr	ect as per our records
Date:	Signature of Authorised official from the Banks
	Banker's Seal
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Buyer Added Bid Specific	ATC
Buyer uploaded ATC docume	ent <u>Click here to view the file</u> .

# 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 to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as n 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 issiby 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 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 <u>attached</u> <u>categories</u>, 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 specifyir equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experienc
- 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 m be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this they can raise their representation against the same by using the Representation window provided in the bid details in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply 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 / ac rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may tak 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 share 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 complication 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. जि 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 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 प्रधिकारी वे पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन करना अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---