बिड संख्या/Bid Number: GEM/2026/B/8222689

दिनांक /Dated: 10-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	01-12-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-12-2026 10:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Coal India Limited
संगठन का नाम/Organisation Name	South Eastern Coalfields Limited
कार्यालय का नाम/Office Name	Secl Bilaspur Chhattisgarh
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :gmmm.secl.cil@coalindia.in Buyer Email id: somm.rgh.secl@coalindia.in
कुल मात्रा/Total Quantity	1120
वस्तु श्रेणी /Item Category	Gland Packing 12 MM , Gland Packing 14 MM , Gland Packing 16 MM , Gland Packing 18 MM , Gland Packing 19 MM , Gland Packing 20 MM , Gland Packing 22 MM
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Gland Packing 12 MM, Gland Packing 14 MM, Gland Packing 16 MM, Gland Packing 18 MM, Gland Packing 19 MM, Gland Packing 20 MM, Gland Packing 22 MM
	Searched String: Gland Packing 12 MM Gasket And Packings-Gland Packings Asbestos - IS 4687, Endotracheal Tube - Sterile (Single Use), Gland Packings Asbestos (V2) conforming to IS 4687, Cotton Cloth Bag for Seed Packing - Capacity From 0.75 Kg to 12 Kg - National Seeds Corporation Limited, Surgical Sutures, Sluice Valve For Water Works Purposes (50 To 1200 Mm Size) (V2) As Per Is 14846, Cotton Bandage Cloth Conforming to IS 863, Brass Glands for PVC cables of Voltage Grade up to and including 3.3 kV as per IS:12943, Endodontic Files (V2), Absorbent Cotton Gauze Conforming to IS 758 **Searched String**: Gland Packing 14 MM Gasket And Packings-Gland Packings Asbestos - IS 4687, Endotracheal Tube - Sterile (Single Use), Gland Packings Asbestos (V2) conforming to IS 4687, Sluice Valve For Water Works Purposes (50 To 1200 Mm Size) (V2) As Per Is 14846, Endodontic Files (V2), Mild Steel Sheet, Sterile Single-Use Hypodermic Needles for Human Use Conforming to IS 10654, Multilayered Cross Laminated Sheets/Tarpaulins/Covers/ Agricultural Films conforming to

बिड विवरण/Bid Details	14611, Foley's Rubber Catheter (for Prolonged Urinary Drainage) Conforming to IS 11497, PTFE / Graphite yarn reinforced with Synthetic fibre Gland rope
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	**Searched String**: Gland Packing 16 MM Gasket And Packings-Gland Packings Asbestos - IS 4687, Endotracheal Tube - Sterile (Single Use), Gland Packings Asbestos (V2) conforming to IS 4687, Light Weight Jute Sacking Bags for Packing 50 kg foodgrains (V2) ISI marked to IS 16186, XLPE Cable for Working Voltage up to and Including 1.1 KV Marked To IS 7098 (Part 1), HDPE/PP Woven Sacks for packing of 25 kg Polymer Materials (V4) ISI marked to IS 16703, Endodontic Files (V2), Foley's Rubber Catheter (for Prolonged Urinary Drainage) Conforming to IS 11497, Sterile Single-Use Hypodermic Needles for Human Use Conforming to IS 10654, PVC Insulated (Heavy Duty) Electric Cables Marked To IS 1554 (Part 1) (V2) **Searched String**: Gland Packing 18 MM Gasket And Packings-Gland Packings Asbestos - IS 4687, Endotracheal Tube - Sterile (Single Use), Gland Packings Asbestos (V2) conforming to IS 4687, Plain Weave Cotton Fabrics - Leopard Packing Cloth as per IS 181, Endodontic Files (V2), Light Weight Jute Sacking Bags (A-Twill) for Packing 35 kg Groundnut with Shell Conforming to IS 18163, Sterile Single-Use Hypodermic Needles for Human Use Conforming to IS 10654, Light Weight Jute Sacking Bags for Packing 50 kg Mustard Seed Niger Seed and Ragi as per IS 18161, Foley's Rubber Catheter (for Prolonged Urinary Drainage) Conforming to IS 11497, Light Weight Jute Sacking Bags for Packing 50 kg Pulses and Soyabean ISI marked to IS 18162 **Searched String**: Gland Packing 19 MM Carbon Tape 19 MM(OFB-DEFENCE), Endotracheal Tube - Sterile (Single Use), Gasket And Packings-Gland Packings Asbestos - IS 4687, Gland Packings Asbestos (V2) conforming to IS 4687, Endodontic Files (V2), Plain Weave Cotton Fabrics - Leopard Packing Cloth as per IS 181, Mild Steel Sheet, Scalp Vein (Winged Needle) Infusion Set Conforming to IS 16097, Sterile Single-Use Hypodermic Needles for Human Use Conforming to IS 10654, PTFE / Graphite yarn reinforced with Synthetic fibre Gland rope **Searched String**: Gland Packing 20 MM Gland Packings Asbestos (V2) conforming to IS 4687, Endotracheal Tube - Sterile (Single Use), Gasket And Packings-Gland Packings Asbestos - IS 4687, 20 Kg Capacity Cotton Cloth Bags for Seed Packing as per NSCL Specifications, Endodontic Files (V2), Bag Calico- OFB, LED Batten, Mild Steel Sheet, Theft Proof Rifle Racks, Gaskets and Packings - Compressed Asbestos Fibre Jointing (V2) conforming to IS 2712 **Searched String**: Gland Packing 22 MM Gasket And Packings-Gland Packings Asbestos - IS 4687, Endotracheal Tube - Sterile (Single Use), Gland Packings Asbestos (V2) conforming to IS 4687, PTFE / Graphite yarn reinforced with Synthetic fibre Gland rope, Endodontic Files (V2), Sterile Single-Use Hypodermic Needles for Human Use Conforming to IS 10654, Foley's Rubber Catheter (for

बिड विवरण/Bid Details	Prolonged Urinary Drainage) Conforming to IS 11497, LED Batten, Spinal Needle Conforming to IS 7350, Bolt / Bullet Seal
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / **Relevant Categories selected for notification**	• Gland Packings Asbestos (V2) conforming to IS 4687
बीओक्यू शीर्षक /**BOQ Title**	Procurement of different sizes of Gland Packings for different mines of Raigarh Area
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / **MSE Relaxation for Years Of Experience and Turnover**	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / **Startup Relaxation for Years Of Experience and Turnover**	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/**Document required from seller**	OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?**	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	1
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	No
बिड का प्रकार/**Type of Bid**	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/**Primary product category**	Gland Packing 16 MM
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**	No
अनुमानित बिड मूल्य / **Estimated Bid Value**	165760

बिड विवरण/Bid Details	
Payment Timelines	Payments shall be made to the Seller within **21** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedule wise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / **Evaluation Schedules**	अनुमानित मूल्य / **Estimated Value**	वस्तु/श्रेणी / **Item/Category**	मात्रा / **Quantity**
Schedule 1	32560	Gland Packing 12 Mm	220
Schedule 2	17760	Gland Packing 14 Mm	120
Schedule 3	32560	Gland Packing 16 Mm	220
Schedule 4	19240	Gland Packing 18 Mm	130
Schedule 5	28120	Gland Packing 19 Mm	190
Schedule 6	17760	Gland Packing 20 Mm	120

Schedule 7	17760	Gland Packing 22 Mm	120

Gland Packing 12 MM

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Debasish Nayak	496665,REGIONAL STORE CHHAL, SECL RAIGARH AREA,	220	30

Gland Packing 14 MM

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Debasish Nayak	496665,REGIONAL STORE CHHAL, SECL RAIGARH AREA,	120	30

Gland Packing 16 MM

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Debasish Nayak	496665,REGIONAL STORE CHHAL, SECL RAIGARH AREA,	220	30

Gland Packing 18 MM

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Debasish Nayak	496665,REGIONAL STORE CHHAL, SECL RAIGARH AREA,	130	30

Gland Packing 19 MM

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File

BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Debasish Nayak	496665,REGIONAL STORE CHHAL, SECL RAIGARH AREA,	190	30

Gland Packing 20 MM

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Debasish Nayak	496665,REGIONAL STORE CHHAL, SECL RAIGARH AREA,	120	30

Gland Packing 22 MM

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Debasish Nayak	496665,REGIONAL STORE CHHAL, SECL RAIGARH AREA,	120	30

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

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Generic**

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

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

3. **Generic**

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

4. **Scope of Supply**

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

5. **Warranty**

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

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS:

As per GeM GTC guidelines the participation by the Seller in e-bidding shall be construed as his/her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and Commercial terms of ATC. Any other terms & conditions / deviations from the current bid document offered by the seller in any form will be considered void and submission of offer participation by the seller will be treated as their unconditional acceptance to all terms & conditions outlined in the e-bidding including GTC/STC and commercial terms of ATC.

1) Specific terms and condition (TECHNICAL)-

Gland Packing 12 MM	220 kg
Gland Packing 14 MM	120 kg
Gland Packing 16 MM	220 kg
Gland Packing 18 MM	130 kg
Gland Packing 19 MM	190 kg
Gland Packing 20 MM	120 kg
Gland Packing 22 MM	120 kg

General Eligibility/Provenness Criteria

Sr. No	Status of Bidder	Documents

1	**Proven Manufacturer**	**(a)Manufacturing Proof :-** Submit a copy of valid registration certificate showing their manufacturing activity (with the list of items covered therein) such as SSI/ NSIC/ DGS&D/ DIC/ Registrar of Companies/ISO Certificate/ BIS license Certificate/ DGMS approval/ Micro Small Enterprises (MSE) Registration certificate issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises/or any document issued by Govt Organisation establishing status as manufacturer of tendered item or tendered item of higher specification . **(b) Proven Source: -** Copy of supply order/ contract covering the Tendered/ similar item of same/ higher specification/ rating/ version of offered make(for consumables) or tendered/ offered item(s) (for spares) supplied during last five (05) years from date of tender opening against orders of CIL and its subsidiaries, other PSUs, Government Departments, and private organization, issued in favor of manufacturer or their authorized dealer along with corresponding proof of supply like receipt challan/tax invoice etc. to satisfy prior experience criteria. **(c)Performance Certificate from end user: -** Satisfactory performance certificate issued by the end user to be submitted along with the offer Or **Self-Certificate to be submitted by the bidder-** The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending.”

2	**Authorized dealer of the Manufacturer**	**(a)General Authorization for /Dealership/Wholesaler/Agent/Distributor/Sub-Distributor certificate from the manufacturer and Manufacturing credential of Manufacturer (as in 1(a) above).** **(b)Proven Source: -** Copy of supply order/ contract covering the Tendered/ similar item of same/ higher specification/ rating/ version of offered make(for consumables) or tendered/offered item(s) (for spares) supplied during last five (05) years from date of tender opening against orders of CIL and its subsidiaries, other PSUs, Government Departments, and private organization, issued in favor of manufacturer or their authorized dealer along with corresponding proof of supply like receipt challan/tax invoice etc. to satisfy prior experience criteria. **(c)Performance Certificate from end user: -** Satisfactory performance certificate issued by the end user to be submitted along with the offer Or **Self-Certificate to be submitted by the bidder-** The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending.”

3	**If the bidder is claiming exemption from experience criteria / Proven Source criteria**	Relaxation in experience criteria shall be applicable to Start up / MSE bidders subject to meeting quality and technical specification, offering their own make items, and necessary valid documents issued by Govt. agency, showing their status as Start-up/MSE manufacturer covering the offered item, to be submitted with offer for claiming relaxation as per O/O No.F.20/2/2014-PPD(Pt.) dt 25.07.16 of Ministry of Finance. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. MSE of Tendered product: - **UDYAM certificate issued by MOMSE for tendered/offered product.** The bidder (eligible for claiming experience exemption) is advised to submit document (document to be submitted with bid) to establish their technical capacity to manufacture the offered product (such as purchase order/ supply order/ contracts/ commissioning report/ technical capability report (technical capability report not prior to one year from date of bid opening) issued from government organisation / performance report/document issued by BIS/NSIC/ISO/DGMS etc. covering the quoted item). Buyers has right to inspect the manufacturing facility/factory for assessing technical capability. Or **Start Up- Certificate of recognition as start Up as per extant guidelines for tendered item.** The bidder (eligible for claiming experience exemption) is advised to submit document (document to be submitted with bid) to establish their technical capacity to manufacture the offered product (such as purchase order/supply order/contracts/commissioning report/technical capability report (technical capability report not prior to one year from date of bid opening) issued from government organisation / performance report/ document issued by BIS/ NSIC/ ISO/ DGMS, etc. Buyers has right to inspect the manufacturing facility/ factory for assessing technical capability.

2) ***Make is mandatorily*** *required to be submitted in Bid itself. The bid without make will not be considered technically acceptable. The bidder must refrain from providing Make as NA, Unbranded, Multiple makes, Blank, etc.,* ***Bids with such details will not be technically acceptable***.

3) Startups and MSEs Bidder claiming exemption of prior experience criteria has to submit Annexure - I failed to submit may subject for rejection of bid

ANNEXURE-I

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

(To be submitted by the Startups / MSE firms who claim the relaxation of the prior turnover and prior experience criteria,)

Reference : CIL/Subsidiary Co._____ Tender No._____

Date_____for supply of_____

1.Name and Address of the Firm

2. a) Telephone No. office/factory/works

b) Fax No. / 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, la boratory 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. Details and stocks of raw materials held.

8. Capacity of items quoted for with the existing plants and machinery

(a) Normal

(b) Maximum

9. Details of arrangements for quality control products such as laboratories etc.

10. (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 for 18 months preceding the date of application.

11.Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

(Signature of Tenderer)

NOTE: Details against sl nos. 5 to 11 inclusive need be restricted to the extent they pertain to the items un der reference.

4) INSTRUCTION TO BIDDERS:

Scanned copies of following documents as per requirements of the bid may be submitted while submitting the offer online.

i. Declarations, certificates (wherever applicable) etc. required as per bid document.

ii. EARNEST MONEY DEPOSIT (EMD):-

Offers of the firms submitted without EMD (for non-exempted bidders) as demanded shall be summarily rej ected.

a. The bidder seeking EMD exemption, must submit the valid supporting document as per GeM GTC with t he bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible fo r exemption from EMD. Traders are excluded from the purview of this Policy.

b. For purpose of EMD exemption, by submission of valid Startup certificate, bidder undertakes that their turnover has not exceeded financial limit prescribed in the startup certificate in any of the previous financi al years since inception. The bidder shall specifically inform if the turnover has exceeded financial limit pre scribed in the startup certificate in the any of the previous financial years since inception.

c. For purpose of EMD exemption in case of BIS registered bidders(OEM's), in case of item wise evaluation the EMD is item wise and bidder shall submit the BIS addendum/correspondence documents showing vali dity and coverage of offered item in BIS, as it is essential information the same shall be required for decisi on for acceptance/rejection of EMD. Traders/Resellers are excluded from the purview of this benefit.

It is noted that above clauses of EMD exemption are in line with GeM GTC giving the detailed methodology of evaluation and shall remain final along with any updates in GeM GTC.

EMD shall be accepted in the form of Bank Guarantee (including e-bank guarantee) from any of the RBI Scheduled Commercial banks or payment online (RTGS / NEFT / IMPS / other digital modes) in an acceptable form. Submission of any other form of EMD shall not be acceptable.

Bank details for EMD submission:
NAME OF BENEFICIARY - SOUTH EASTERN COALFIELDS LIMITED, RAIGARH AREA
ACCOUNT NO. 917020020244920
IFSC CODE- UTIB0000490
BANK NAME : AXIS BANK LIMITED
BRANCH NAME - RAIGARH CITY (C.G.)

iii. Any Central/State Government Organization/PSU shall be exempted towards submission of EMD, irrespective of stores. OEMs/OES or their authorized agents participating in Open/Limited tenders for procurement of spare parts of their equipment are exempted from submission of EMD in case of tenders for supply of spares only.

iv. Scanned copy of EMD required to be submitted by bidders in the form of Bank Guarantee on GeM portal in the prescribed format shall be uploaded by seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 days from bid opening date. (Copy of SFMS by issuing bank should also be submitted along with hard copy of the Bank Guarantee).

Note :- EMD IS NOT APPLICABLE ON BIDS UPTO 5 LAKHS.

v. MSE PREFERENCE:

The bidder seeking MSE preference, must submit valid UDYAM certificate which shall remain valid for the entire period of finalization of tender. As per the latest directives of Govt. of India EM-Part II/ UAM/NSIC/DIC etc. registered bidders must mandatorily register on UDYAM portal and in line with the same, only UDYAM registration certificate valid on bid opening date is to be submitted for claiming MSE preference.

vi. Copy of GST Registration certificate issued by appropriate authority of India, if applicable

vii. Copy of exemption certificate towards GST (if claiming exemption) from practicing Chartered Accountant (CA) to the effect that bidder is fulfilling all conditions prescribed in notification to make him exempted from registration. If applicable.

viii. In case Banned/Delisted/Debarred/Put on Holiday by any organization, necessary details/documents to be submitted, if applicable.

ix. Other documents required as per bid/to be submitted by the bidder, if any.

5) LOCAL CONTENT CERTIFICATION AS PER MAKE IN INDIA POLICY:

The rules regarding Preference to Make in India and calculation of local content etc shall be as per latest rules/amendment of Government of India vide no P-45021/2/2017-PP- (BE-II)- Part 4 Vol II dated 19.07.2024 issued by Department for promotion of Industry and Internal Trade (DPIIT) and subsequent amendments if any.

Certificate to be provided for percentage of Local Content in line with ATC clauses and reference formats provided for purchase preference and eligibility in line with the Latest revision to the Public Procurement (Preference to Make in India) Order notified vide OM No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II issued by DPIIT, dated 19.07.2024 shall be provided from the OEM of the offered item.

CERTIFICATE TOWARDS LOCAL CONTENT

(To be submitted FROM OEM of offered product)

Bid No and Date

We do hereby certify that the **product/products** offered against the tender are manufactured at our fa ctory situated at ..... & that the items offered have a local content of .....% of the t otal value as prescribed by the competent Ministries/Departments in pursuance to the Public Procurem ent (Preference to Make in India) Order OM No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II issued by DPIIT, d ated 19.07.2024 and subsequent amendments.

The offered products meets the minimum local content criteria for Class- ..... Local Supplier in pursuanc e to the Public Procurement (Preference to Make in India) Order and subsequent amendments.

Address of Location where local value is added _____

_____

Authorized Signatory of OEM of primary product

Name & designation

Date:

Seal of the firm and signature

I/We _____ (Name of the auditor) _____ are statutory/cost auditor of _____ (Name of the bidder) _____ and are authorized to submit the above certification as per MII Policy.

Signature & Stamp of statutory auditor or cost auditor of the firm

UDIN No. _____

1. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/ EPC/ Turnkey Contracts/ Services tenders.

2. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted (For primary pr oduct in case of bunch bids with total value wise evaluation).

3. For contracts involving multiple items, weighted average of all items to be taken while calculating local content.

6) VERIFICATION OF LOCAL CONTENT

a. The bidder shall submit self-certificate for local content in the quoted item at the time of tendering.

b. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the

time of tendering. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed.

c. However, contract once awarded shall not be terminated on this account.

Ensuring submission of valid and authentic documents will be sole responsibility of the bidder.

iv. Further if at a later stage it is found that the above provided information is false/misleading/incomplete their offer may be treated as unresponsive .False declarations will attract banning of business of the bidde r or its successor(s) for a period of up to two years as per Clause - 6.13 of CIL Purchase manual-2nd Edition 2025 or suitable penal action as per provisions of GeM Incident Management Policy , along with such other actions as may be permissible under the law.

The CIL purchase manual -2nd Edition 2025 is available on https://www.coalindia.in/info-bank/manuals/

7) EVALUATION OF BID/ SHORT FALL DOCUMENTS:

i. All the offers will first be scrutinized to see whether they meet the basic requirements as incorporated in the bid document.

ii. Purchaser will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/ confirmation, if any.

iii. After evaluation of the uploaded documents, shortfall/clarification documents, if required, shall be soug ht from all the bidders. **For shortfall/ clarification only 01 (ONE) chance will be given. The time pe riod for reply to the clarification will be for 7(SEVEN) days only**. Non receipt of communication fro m GeM will not be accepted as a reason of non-submission of documents within prescribed time. The bidde rs will upload and submit the requested documents, if any, within the specified period.

iv. Bidders are hereby informed that all correspondence with them during the pre-contract stage shall be without any commitment whatsoever. SECL reserves the right to verify any of the documents uploaded by the bidder at any stage.

NOTE: The submission of forged document, if any, by the bidder(s), shall be dealt as per extant guideline of GeM GTC and ATC or Clause - 6.13 of CIL Purchase manual-2nd Edition 2025.

8) VALIDITY OF OFFER:

The offer should be valid as per provision of GeM, from the date of opening of tender as specified in the bi d document. During the Tender evaluation process if the extension of the bid validity is required, the same can be obtained with the mutual consent of buyer and seller.

9) SUBMISSION OF BILLS:

Upon dispatch of the Goods to the consignee, the supplier shall notify the Ultimate Consignee and deliver t he following documents at the time of arrival of goods at consignee end:

a. GeM invoice for each line item of the contract and corresponding Supplier's Tax invoice for the same sh owing Contract Number, Goods description, quantity, unit price, total amount.

b. Manufacturer's/Supplier's warranty/guarantee certificate.

c. Manufacturer’s Test & Inspection certificate if applicable.

d. Lowest Price Certificate.

e. Any other certificate/document as mentioned in the contract.

In case of delay, the Supplier will be responsible for any consequent expenses. Each GeM invoice should h ave corresponding Tax Invoice. If GeM invoice is generated but not submitted in hard copy, same may be t aken from the consignee login by the consignee.

10) PRICE:

a. Prices quoted must be FIRM till delivery, otherwise, the offer will be rejected The prices should be arrive d at independently, without restricting competition, any consultation, communication, or agreement with a ny other bidder or competitor.

b. Prices quoted must be Without Undue profiteering

i. The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Goods, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry. In any case, save for special reasons stated in the bid, if any, the price charged shall not be higher than the Maximum Retail Price (MRP).

ii. If the price quoted is higher than the controlled price in the subclause above, the Bidder shall specifically mention this fact in his bid, giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

Normally, no Additional Bank Guarantee (ABG) shall be sought in case of Abnormally Low Bids, however, in compelling circumstances, the procuring entity may ask for an Additional Bank Guarantee (ABG) in the case of ALBs.

NOTE: The L-1 bidder shall submit item wise price break-up of their offered prices after reverse auction for supply of equipment, installation and commissioning other charges and applicable GST, at the request of buyer **only after opening of price bid** through their registered email id on GeM portal which shall be considered part of contract and communicated through Addendum.

Offered Price against this bid should not be disclosed in any manner in submission of techno-commercial documents. Disclosure of price before price bid opening may render the bid as non-responsive and shall be eligible for rejection of bid.

11) PAYMENT TERMS:

REVENUE ITEMS: For supply of spare parts and all other consumable items etc. (other than capital equipment), 100% payment shall be released within 21 days after receipt and acceptance of the goods at the consignee’s end or submission of bills by the supplier along with all requisite documents as per provisions of Purchase order/ contract, whichever is later.

NOTE FOR PAYING AUTHORITY:

Further as per MII policy, in case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty up to of 10% of the contract value shall be imposed. For this purpose, the Class of Local supplier in Order shall be checked with the Class of Local supplier in Local content certificate submitted along with bill.

12) LIQUIDATED DAMAGES CLAUSE:

The Bidders will confirm their acceptance of the following:

In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, South Eastern Coalfields Ltd., shall have the right:

–

a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Per cent) for the price (including taxes and duties) of any store which the successful tenderer has not been able to supply , as aforesaid , for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent) of the total contract value.

b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or--

c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also,

d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE (a) above

e) To forfeit the security deposit fully or in part.

f) Whenever under this contract any sum of money is recoverable from and payable by the supplier/ contr act holder, South Eastern Coalfields Ltd., shall be entitled to recover such sum by appropriating in part or i n whole by deducting any sum or which at any time thereafter may become due to the successful tendere r in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. South Eastern Coalfields Ltd, on demand the remaining balance. The suppli er shall not be entitled to any gain on any such purchase.

g) For the purpose of the calculation of the liquidated damages amount, the basic FREE DELIVERY AT SITE price shall be considered.

13) DENIAL CLAUSE (over and above levy of LD):

In case of extension of delivery period, any increase in statutory duties and/or upward rise in prices due to price variation clause and/or exchange rate variation clause, is to be borne by the seller during the extend ed delivery period, while purchaser reserves its right to get any benefit of downward revisions in statutory duties, PVC and exchange rate variation. Regarding increase in statutory taxes and duties during the exte nded period, the same may be admissible provided the buyer gets 100% input tax credit for those taxes a nd duties; otherwise increase in taxes and duties are not to be paid to the seller. However, decrease in sta tutory taxes and duties is to be availed by the buyer.

14) PAYING AUTHORITY:

_Area Finance Manager, South Eastern Coalfields Limited, Raigarh Area. (Regularization of payment on Ge M portal shall be done as per provision of GeM by Paying authority).

14) PERFORMANCE SECURITY /E-PBG as indicated in bid document shall be treated as SECURIT Y DEPOSIT : To be submitted directly to Buyer in Original

i. The Performance Security/Security Deposit equivalent to five per cent (5%) of total landed value of contr act (including all taxes, duties and other costs and charges) , shall remain valid for at least 60 days after the completion of scope of supply and material acceptance at consignee end.

ii. The Security Deposit shall be deposited through RTGS / NEFT / IMPS / other digital modes or in the form of a Bank Guarantee (including e-bank guarantee) as per format as below or as per GeM format, issued/ co nfirmed from any of the RBI Scheduled Commercial banks in India in purchaser’s country (on a non-judicial stamp paper) within 15 days from placement of order.

iii. The SDBG shall remain valid up to 60 Days beyond the scheduled delivery period in case of supply cont racts and in case of contracts for equipment involving installation and commissioning, 60 Days after the su pply and commissioning of all the equipment covered in the contract.

iv. Security Deposit will be released with the approval of Area GM within 30 days after completion of suppl ies and acceptance of material by the consignee in case of supply contract or after successful commissioni ng and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the c ontract in case of contracts for equipment and all those items/ goods involving installation and commission ing on part of the supplier and PBG.

v. Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required a t the option of the supplier. At the time of conversion of security money into PBG, it should be ensured tha t the amount of PBG should not be less than 10% of equipment landed value along with maximum annual l anded value of spares & consumables/AMC/CMC. Wherever Security Deposit is converted into PBG, the op eration of such SDBG/Performance BG shall be guided by Performance Bank Guarantee Clause.

vi. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of plac ement of Order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within the extended security deposit submission period i.e. *within 30 days from date of placement of Order, the submission of Security Deposit is not required, as the purpose of submission of SD is fulfilled.*

vii. In cases where the supplier does not submit the Security Deposit (SD) in time, the SD amount will be d educted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the fu ll SD amount is deducted.

viii. In cases where the successful tenderer did not submit the security deposit even within the extended p

eriod for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part th ereof (period of delay is to be calculated from the 31st day from the date of placement of Order to the dat e of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 5% of the contract valu e.

ix. If the bidder fails to furnish the Security Deposit within the original stipulated Delivery period / extende d delivery period, as the case may be contract / Purchase order shall be cancelled after forfeiture of EMD a nd risk purchase may be initiated as per clause 19.19. of CIL Purchase Manual updated 2025 – 2nd edition or penal action as per GeM IM policy shall be taken.

Date of creation of BG/ initial SFMS (760 COV) whichever is later shall be treated as date of re ceipt for BG's duly accepted and in custody of SECL even in case of extension/amendments if any. However physical BG has be to be received to the purchasing authority within 15 days of such creation of BG/ initial SFMS (760 COV).

NOTE: All Central/State Government Organization/PSUs, Govt. Ministries, Departments, Attached and Subo rdinate Offices, Autonomous bodies formed by the government shall be exempted from submission of Sec urity Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procuremen t of Spare Parts for equipment against Single / Open / Limited Tender Enquiries. **Submission of Security Deposit is exempted for the contracts having value upto Rs. 5 lakhs.**

The Security Deposit in form of Bank Guarantee will be submitted through Structured Financial Manageme nt System (SFMS).

The original Bank Guarantee in paper form should be sent to the beneficiary . **The covering/forwar ding letter of the bank/supplier** for the Bank Guarantee shall invariably contain the following deta ils:

Issuing Bank, B ranch and Addr ess	i	Name of Bank	
	ii	Issuing Bank Branch IFSC	
	iii	Issuing Bank Address	
	iv	Contact No (Mobile No) of Issuing bank **MANDATORY FIELD**	
	v	Email ID of issuing bank(For invo cation/written claim) **MANDATORY FIELD**	

FORMAT FOR SD/PBG BANK GUARANTEE

SOUTH EASTERN COALFIELDS LIMITED, BILASPUR

Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no. ..... ……dated.....between.....(Name of Purchaser Company) and..... ...(Name of Supplier Company) {applicable for subsidiary contracts/Purchase Orders}

Messers.....a Company / Firm having its office at No.....

.(hereinafter called ‘the Contractor’) has entered into the Agreement / Contract / Purchase Order vide no.……dated……(hereinafter called ‘the said agreement’) with Coal India Limited, Kolkata on behalf of……../ Purchaser Company (Name of the concerned subsidiary Company) (here inafter called ‘the Company’) to supply…… stores/materials amounting to Rs…… on the terms and conditions contained in the said Agreement.

The…… (Name of the Bank) (hereinafter called ‘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) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said a greement or shall commit any breach of its obligations thereunder, the Bank shall on demand and wit hout any objection or demur pay to the Company, the said sum of Rs…… or any portion thereof wi thout requiring the company to have recourse to any legal remedy that may be available to it to com pel the Bank to pay the same or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to with hold payment on the ground that the contractor has disputed its liability to pay or has disputed the q uantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the contractor regarding the claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall r emain in full force and effect till the period that will be taken for the performance of the said agreeme nt which is likely to be the …… day of…….. but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Com pany, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs……., or such lesser amount out of the said sum of Rs……..as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues o f the Company in respect of the said sum of Rs…… are fully satisfied and the company certifi es 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 agreemen t from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relatin g to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing wh atsoever 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 exten ded 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 as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs…… only. The guarantee shall remain in force till the ……day of ……20….and unless th e guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the c laim period from the said date, all rights of the company under this guarantee shall cease and the Ba nk shall be released and discharged from all liability hereunder except as provided in the preceding c lause.

The Bank has under its constitution power to give this guarantee and..... [(Name of the person(s)] who have signed it on behalf of the Bank has authority to do so.

Controlling Officer of the bank:

Name:

Address:

Telephone No:

Branch of the Bank Issuing BG:

Dated this.....Day of.....20.....

Place.....

Signature of the authorized person(s)

For and on behalf of the Bank

NOTE: The Bank Guarantee issued by a scheduled Bank shall preferably be operative at its branch situated at Bilaspur (Chhattisgarh State) or if the issuing bank does not have any branch at Bilaspur, then Bank Guarantee shall be preferably operative at any of its Kolkata Branch.

NOTE: Copy of SFMS (760COV) by issuing bank should be submitted along with hard copy of the Bank Guarantee as per format provided above and subsequent amendment/extension vide (SFMS 767COV), if any

In case of extension of delivery period, the firms should ensure that the validity of their submitted Security Deposit BG/PBG shall still be 03 months from the last date of the extended delivery/end of warranty period. The BG's shall be extended accordingly corresponding to the extension of delivery period.

15) SUBMISSION OF BANK GUARANTEE's:

i) The Bank Guarantee issued by the issuing Bank on behalf of contractor/supplier in favour of "South Eastern Coalfields Limited" shall be in paper form as well as issued under "Structured Financial Messaging System" (SFMS). As such the Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway either to the SBI, SME Branch, Bilaspur (IFSC – SBIN0004177) or to the ICICI Bank, Vyapar Vihar, Bilaspur (IFSC- ICIC0000282) as the case may be.

The details of Beneficiary, i.e. South Eastern Coalfields Limited for issue of BG under SFMS platform are furnished below:

a) State Bank of India as advising Bank of SECL:

1	Name of the Beneficiary and his Details	i	7034(Beneficiary Details)	South Eastern Coalfields Limited
		ii	Area	SECL HQ, Bilaspur
		iii	Name of Bank	State Bank of India

		iv	Bank Account No.	30285470636
		v	Department	Material Management
2	Beneficiary Bank, Branch and Address	i	Name of Bank	State Bank of India
		ii	Bank Branch Name	SME SBI Branch, Bilaspur
		iii	Branch Code	4177
		iv	Beneficiary Bank Branch IFSC	SBIN0004177
		v	Beneficiary Bank Address	SBI, Galaxy Height, Vyapar Vihar, Bilaspur – 495001,CG

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b) ICICI Bank as advising Bank of SECL:

1	Name of the Beneficiary and his Details	i	7034(Beneficiary Details)	South Eastern Coalfields Limited
		ii	Area	SECL HQ, Bilaspur
		iii	Name of Bank	ICICI Bank
		iv	Bank Account No.	028205003346
		v	Department	Material Management
2	Beneficiary Bank, Branch and Address	i	Name of Bank	ICICI Bank
		ii	Bank Branch Name	Vyapar Vihar, Bilaspur
		iii	Branch Code	0282
		iv	Beneficiary Bank Branch IFSC (SFMS Field No. 7035)	ICIC0000282
		v	Beneficiary Bank Address (SFMS Field No. 7036)	Surya Chambers, Plot No- A/09 Vyapar Vihar, Bilaspur – 495001, CG
		vi	(SFMS Field No. 7037)	SECL 14265

NOTE: Vendors are requested to specifically advise BG issuing bank that in case they opt for ICICI Bank as

beneficiary bank, they have to mention the code ‘SECL 14265’ in SFMS field no 7037 of IFN760COV/IFN767 COV so that the advised BGs could be sent to the email id tagged with the account.

17) BANNED OR DELISTED OR DEBARRED OR ‘PUT ON HOLIDAY SUPPLIERS:

Submission of offer shall be considered as acceptance by the bidder that they as well as their manufacture r (if bidder is not the manufacturer) has not been **BANNED OR DELISTED OR DEBARRED OR ‘PUT ON HOLIDAY’** by any government or quasi-government or PSU’s. Further the bidder also undertakes by submi ssion of their offer that they have not being debarred/settled all dues/claims on account of being defaulter L1 bidder for the tendered item.

If the bidder and/or manufacturer has been **BANNED OR DELISTED OR DEBARRED OR ‘PUT ON HOLID AY’** by any government or quasi-government or PSU’s., this fact must be clearly stated, and it may not ne cessarily be cause of disqualification. In this respect, the bidder/manufacturer shall upload the same as ad ditional document. The declaration in case of been **BANNED OR DELISTED OR DEBARRED OR ‘PUT ON HOLIDAY’** shall be submitted in following format:

Format for Banning /Delisting/Debarred/Put on Holiday Declaration

Bid Reference No..... Dt..... for supply of .....

This is to certify that we have been banned or de-listed or debarred or ‘Put on Holiday’ by following government/quasi-Government agencies/PSUs:

Name of the Organization	Period of banning (Start date and end date)

We further undertake that if at a later stage it is found that the above provided information is found to be false/misleading/incomplete our offer may be treated as unresponsive and suitable penal acti on as per bid provisions

Date

Signature of Bidder

Seal of the Firm

18) PRICE FALL CLAUSE:

If the contract holder reduces its price or sells or even offers to sell the contracted goods or services follo wing conditions of sale similar to those of the contract, at a price lower than the contract price, to any pers on or organization during the currency of the contract, the contract price will be automatically reduced wit

h effect from that date for all the subsequent supplies under the contract and the contract be amended ac cordingly.
In case of parallel Rate / Running Contracts, if the price of a product is reduced for any supplier due to invo cation of 'Price Fall clause' or any other reason, the same lower price shall also be applicable for the other suppliers who are having parallel RCs against the same tender. If any parallel RC holder does not accept th e lower price, CIL/SECL shall have the right to delete the item from the scope of RC of such firm and procur e the same from other existing supplier / Reserve RC holders.

The provisions of price fall clause will however not apply to the following:

i) Export/Deemed Export by the supplier;

ii) Sale of goods or services as original equipment prices lower than the price charged for normal replace ment;

iii) Sale of goods such as drugs, which have expiry date;

iv) Sale of goods or services at lower price

a) on or after the date of completion of sale/placement of order of goods or services by the authority conc erned, under the existing or previous Rate Contracts.

b) Under any previous contracts entered into with the Central or State Government Departments, includin g new undertakings (excluding joint sector companies and or private parties) and bodies.

Note:

a. The currency of contract will mean the period till completion of supply.

b. The bidder will be asked to submit a copy of the last latest purchase order along with the offer (bidder may opt to mask the price portion and shall submit an undertaking that priced copy will be submitted on b eing L1 after opening of Price Bid / Reverse Auction) for the tendered / similar item(s) received by them fro m any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization.

Submission of offer without submission of any supply order copy of similar item(s) items, shall be conside red as acceptance by the bidder that they have not received any order for the tendered / similar item(s) fr om any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other Private Organization

"In case the bidder has received any purchase order for the tendered / similar item(s) from any Organizatio n / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, they need to submit a self-certificate as under:

Certificate

"It is hereby certified that, We…… (Name of the Firm), have received the following last lat est purchase/supply order (copy enclosed) for the tendered / similar item(s) from any Orga nization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiari es or other PSU or any other Private Organization."

Tendered Item Sl no	Contract Item S l no	Latest Contract/Supply or der No and date	Name of the order plac ing Organization

All supply order copies as above are enclosed.

c. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered

/ similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.

d. The supplier shall submit a certificate along with the bill(s) as under:-

"I/We certify that there has been no reduction in the sale price of the offered / supplied goods under this contract or similar item(s) and such goods have not been offered/sold by me/ us to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, as the case may be, during the currency of the contract at a price lower than the price charged under the contract."

e. The provisions of fall clause will however not apply for purchase value up to Rs. 2.00 lakh.

f. Point (b) above is not applicable in the case of renewal of Depot Agreements.

19) LOWEST PRICE CERTIFICATE:-

The Seller will have to certify on the body of each bill that the prices charged by them for the ordered items are the lowest prices applicable to any other person/organization, private Co., Government department, undertaking of Central/State Government OR separate format on the letter head during supply of goods for each bills.

20) WARRANTY CLAUSE: -

The Supplier shall warrant that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter. If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

The delay in replacement or repair will increase the warranty period by the number of days delayed means the warranty increases from the date of intimation of failure of the spare part/goods over mail by the concerned technical department.

The supplier at the time of supply of goods has to give warranty certificate in the following format on its note pad.

"The warranty of the supplied goods 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"

21) Packing and Marking

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.

The packing, marking and documentation within and outside the packages shall comply strictly with such s pecial requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. Packages will be stamped with identification marks both outside the packages as well as on the contents inside.

Packages containing articles liable to be broken by rough handling like glass or machinery made of cast ir on will be marked with cautionary works like ‘Fragile’ ‘Handle with care’.

The marking of the Goods must comply with the requirements of the law relating to Merchandise Mark, in f orce in India.

22) In compliance to Restriction under rule 144(xi) of the General Financial Rules (GFRs),2017 and Order N o. F/.7/10/2021-PPD(1) Dt 23.02.2023, Ministry of Finance, regarding restriction of Public Procurement from certain countries, Submission of offer shall be considered as acceptance by the bidder that:

a. Model Certificate for Tenders for country sharing land boundary with India:

The bidder (as defined in the above order) upon submission of their offer undertakes that they have read t he clause regarding restrictions on procurement from a bidder of a country which shares a land border wit h India and that they are not from such a country. The bidder further undertakes that they fulfil all require ments in this regard and are eligible to be considered.

If the bidder (as defined in the above order) is from such a country which shares a land border with India a s per above order, the bidder shall submit the following certificate along with the bid:

Certificate-1: Model Certificate for Tenders in case form a country sharing lan d boundary with India:

"We.....(name of the Firm) have read the clause regarding restrictions on pr ocurement from a bidder of a country which shares a land border with India;

We.....(name of the Firm) certify that .....(name of the Firm) **is from** suc h a country and has been registered with the competent Authority. We .....(nam e of the Firm) hereby certify that we fulfil all requirements in this regard and are eligible to be considered”.

[where applicable, evidence of valid registration by the competent Authority shall be att ached].

b. Certificate-2 Model additional certificate by Bidders in the cases of specified ToT:

The bidder (as defined in the above order) upon submission of their offer undertakes that they have read t he clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrang ement and upon submission of their offer undertakes that they do not have any ToT arrangement requirin g registration with the competent authority.

If the bidder (as defined in the above order) has any Transfer of Technology (ToT) arrangement requiring r egistration with the competent authority as per above order, the bidder shall submit the following certificat e along with the bid

Certificate-2 Model additional certificate by Bidders in the cases of specified ToT:

"We.....(name of the Firm) have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We.....(name of the Firm) certify that .....(name of the Firm) have Transfer of Technology (ToT) arrangement and valid registration to participate in this procurement."

[where applicable, evidence of valid registration by the competent Authority shall be attached].

23) TERMINATION OF CONTRACT FOR DEFAULT

1) The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

i) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or

ii) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.

2. In the event the purchaser terminates the contract in whole or in part; the purchaser may take recourse to any one or more of the following action.

a) the Security Deposit is to be forfeited;

b) the purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable to the purchaser for any excess cost for such similar goods or services and for all other available actions against it in terms of the contract.

c) however, the supplier shall continue to perform the contract to the extent not terminated.

24) TERMINATION OF CONTRACT FOR CONVENIENCE

a) The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

b) The Goods that are complete and ready for shipment within thirty (30) days of receipt of termination notice by the supplier, shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

i) to have any portion completed and delivered at the Contract terms and prices; and/or

ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

25) FORCE MAJEURE CLAUSE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to “events”) provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or

any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL/Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain."

26) PENAL PROVISIONS:

Under Incident management policy, GeM portal provides option for organization-specific debarments, wherein incidents can be reported on the GeM portal under Clause 2.2(iii) of the Incident Management Policy for bids/contracts undertaken on GeM. Actions on such incidents are carried out in accordance with the debarment order issued by the respective organization. Once the action is implemented, the seller will be suspended from procurement activities exclusively for the concerned organization.

The Penal action against bid and subsequent contract, if any, shall be governed by the IM policy of GeM as well as the per provision of CIL purchase manual- second edition 2025. Both options shall be available to the buyer and peal action as per any one provision shall be taken based on the case at sole discretion of the buyer.

27) GRIEVANCES AND ITS REDRESSAL:

The mechanism of redressal of grievance of bidders shall be as under:

1. Any supplier, contractor, or consultant that claims to have suffered or is likely to suffer loss or injury as a result of a decision/ action/ omission of CIL or its Subsidiary, may make an application for its review within a period of Five (5) days from its date, to the Tender Inviting Authority (TIA) / Buyer, specifying the ground(s) and the relevant clauses of the tender document. Unsuccessful Bidders may seek de-briefing regarding the rejection of their bid, in writing or electronically, within Five (5) days of the declaration of techno commercial or financial evaluation results.

2. Only a directly affected bidder can represent in this regard:

a. Only a bidder who has participated in the concerned procurement process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.

b. In case the pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review in relation to the technical/ financial bid may be filed only by a bidder who has qualified in the pre-qualification bid;

c. In case the technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

d. The following decisions of CIL / Subsidiaries in accordance with the provision of internal guidelines shall not be subject to review:

1. Determination of the need for procurement;

2. Selection of the mode of procurement or tendering system.

3. Choice of selection procedure;

4. Complaints against specifications except under the premise that they are either vague or too specific to limit competition may be permissible.

5. Provisions limiting the participation of bidders in the procurement process in terms of government policies.

6. Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government

7.The decision to enter into negotiations with the L1 bidder;

8.Cancellation of the procurement process except where it is intended to subsequently re-tender the same

requirements;

9. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed; all such issues should be highlighted before the vendor / contractor consummates the contract.

28) SETTLEMENT OF DISPUTES THROUGH COURT OF LAW OF COMPETENT JURISDICTION

a) When a dispute/difference arises, both the purchaser and supplier should first try to resolve it amicably by mutual discussion, Adjudication and Mediation as per provisions in Chapter 22 'A' of CIL purchase manu al -2nd edition 2025 . If the parties fail to resolve the dispute by the above dispute resolution mechanisms, then, depending on the position of the case, either the purchaser or supplier should give notice to the othe r party of its intention to approach the court of law.

b) The disputes/claims arising out the contract entered into with the suppliers will be subject to the jurisdic tion of the competent court of law as per the following provisions:

c) Irrespective of the place of delivery, the place of performance or place of payment under the contract, t he contract shall be deemed to have been made at the place from where the tenders have been invited. A ll the dispute/claims arising out of the contract entered into with contractor will be subject to the jurisdictio n of Courts of the place from where the contract has been issued.

d) Following shall be considered as part of contract,

"The resultant contract will be interpreted under Indian Laws. The Courts in whose territorial jurisdiction th e place from where contract is being issued is located i.e. Raigarh (CHHATTISGARH) shall be competent to deal with any matter arising out of this Purchase Order/Contract."

29) DISPUTE RESOLUTION :-

In case of contract with a Public Sector Enterprise or Govt. Departments, the following Arbitration Clause s hall be considered part of contract

"*Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) in the Department of Public Enterpri ses:*

In the event of any dispute or difference relating to the interpretation and application of the provisions of c ommercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also betw een CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resol ution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14.12.2022 and the de cision of AMRCD on the said dispute will be binding on both parties."

30) In compliance to Gazette Notification issued vide 4414 Dt. 02/11/18, South Eastern Coalfields Limited (SECL) have onboarded on TReDS platforms vide following details to facilitate payment to MSME Vendors t hrough TReDS platform:

S. No.	Name of Platform	SECL Id	Website
1	Receivables Exchange of India Ltd. (RXI L)	SO0001771	www.rxil.in
2	Invoice Mart by M/s. A.TReDS Ltd.	1000036438	www.invoicemart.com
3	M1exchange by M/s. Mynd Solutions Pvt. Ltd.	BUYER00030679	www.m1xchange.com

In this regard, all MSE vendors of South Eastern Coalfields Limited (who haven't onboarded on TReDS till d

ate) are once again requested to onboard on the TReDS platform by registering themselves on above plat forms for availing the benefits of TReDS platform.

31) INSPECTION AUTHORITY :- The Inspection of the said Materials/Goods are to be done by the Staff O fficer (E&M), Raigarh Area or its Authorized Representative/Officer.

32) The EMD/SD/e-PBG/Performance Bank Guarantee's shall be submitted in original at following address:

Chamber of Staff Officer (MM),

SECL Raigarh Area,

Office of Area General Manager,

SECL Raigarh Area,

Chotta Attarmuda, Raigarh – 496001 (CG)

The above terms & condition will supersede the GeM GTC/STC and other terms & condition in case of any conflict/contradiction between two.

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7. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.

10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

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

---धन्यवाद/Thank You---