बिड संख्या/Bid Number: GEM/2026/B/8093905

दिनांक /Dated: 30-09-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-10-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	22-10-2026 16:00:00
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.bkp.secl@coalindia.in
कुल मात्रा/Total Quantity	16000
वस्तु श्रेणी /Item Category	Oxygen, Compressed Gas and Liquid (V3) Conforming to IS 309 (Q3) , Dissolved Acetylene (Gas) (V2) Conforming to IS 308 (Q2)
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	Experience Criteria,Certificate (Requested in ATC),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),Compliance of BoQ specification and supporting document *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 विवरण/Bid Details	
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**	Oxygen, Compressed Gas and Liquid (V3) Conforming to IS 309
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**	2319974.4
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**	Group wise evaluation
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
INDUSTRIAL GASES ईएमडी राशि/EMD Amount (In INR)	46399

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	6

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

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

(d).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :
SECL BAIKUNTHPUR
SECL Baikunthpur Chhattisgarh, COAL INDIA LIMITED, South Eastern Coalfields Limited, Ministry of Coal (Secl, Baikunthpur Area)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

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. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. **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.
7. 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.

Evaluation Method (Group Wise Evaluation Method)

Contract will be awarded schedulewise 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:

Evaluation Schedules	Estimated Value	Item/Category	Consignee/Reporting Officer	Consignee Address	Quantity
INDUSTRIAL GASES	2319974.4	Oxygen, Compressed Gas And Liquid (v3) Conforming To Is 309	Anand Rajabhau Lakhadive	Depot officer, Regional store, Baikunthpur Area, churcha, PO churcha colliery, Dist Koriya, State. Chattisgarh, pin. 497339. 497339	120000
		Dissolved Acetylene (gas) (v2) Conforming To Is 308	Anand Rajabhau Lakhadive	Depot officer, Regional store, Baikunthpur Area, churcha, PO churcha colliery, Dist Koriya, State. Chattisgarh, pin. 497339. 497339	4000

Oxygen, Compressed Gas And Liquid (V3) Conforming To IS 309 (12000 cubic meter)

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

Bis Required	Yes

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic	**Grade as per clause 4 of IS 309**	Grade 1 - Very high purity grade, (Oxygen, percent (v/v), Min 99.95%)
	Requirement for Oxygen, Compressed Gas and Liquid	As per Table 1 of IS 309
	Form	Compressed Gas

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	Anand Rajabhau Lakhadive	497339,Depot officer, Regional store, Baikunthpur Area, churcha, PO churcha colliery, Dist Koriya, State. Chattisgarh, pin. 497339.	12000	300

Dissolved Acetylene (Gas) (V2) Conforming To IS 308 (4000 cubic meter)

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

Bis Required	Yes

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic	**Requirements for Dissolved Acetylene (Gas)**	As per Table 1 of IS 308
	Compliance to applicable PESO Guidelines	Yes

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	Anand Rajabhau Lakhadive	497339,Depot officer, Regional store, Baikunthpur Area, churcha, PO churcha colliery, Dist Koriya, State. Chattisgarh, pin. 497339.	4000	300

Special terms and conditions-Version:1 effective from 13-11-2025 for category Oxygen, Compressed

Gas and Liquid (V3) Conforming to IS 309

1. Petroleum and Explosives Safety Organisation (PESO), nodal agency for regulating safety of hazardous substances such as explosives, compressed gases and petroleum, has framed various rules for delivery or dispatch of cylinders or possession of cylinders under Gas Cylinder Rules 2016 framed under Explosives Act, 1884.

   The PESO Guidelines are to be followed by the buyer and seller/vendor/bidder. Latest modifications ordered by the CIE, PESO, DPIIT, MoC&I, GoI may be checked from time to time in this regard.

   Buyer and Seller to follow all the relevant PESO guidelines/rules including following:

   - Rule 10 : Restriction on delivery or dispatch of cylinder:- (1) No person shall deliver or dispatch any cylinder filled with any compressed gas to any other person in India who is not the holder of a licence to possess such gas cylinder or to his authorised agent unless he is exempted under these rules to possess compressed gas cylinder without a licence.

   (2) The gas cylinder delivered or dispatched by a person under sub-rule (1) shall be of the type for which he is licensed and shall not exceed the quantity which the person to whom it is delivered or dispatched is authorised to possess under these rules.

   (3) Nothing in sub-rules(1) and (2) shall apply to the delivery or dispatch of gas cylinder to the defence forces of the Union, port authorities or railway administration and other paramilitary forces:

   Provided that this sub-rule shall not be applicable for co-operative societies run by the welfare associations of these organisations.

   - Rule 43: Licence for filling and possession (1) No person shall fill any cylinder with compressed gas and no cylinder filled with compressed gas shall be possessed by anyone except under and in accordance with the conditions of a licence granted under these rules. (2) The licensee shall be responsible, for all operations connected with the filling and possession of cylinders in the licensed premises.

   - Rule 44: No licence needed for possession in certain cases.- Notwithstanding anything contained in rule 43, licence shall not be necessary for-

   (a) possession of any cylinder filled with a compressed gas by a carrier or other person for the purpose of transport in accordance with the provisions of these rules;

   (b) possession of cylinders for own use and not meant for sale or trading filled with,-

   (i) any flammable and non-toxic gas when the total number of cylinders containing such gas does not exceed twenty five or the total weight of gas does not exceed 200 kg., whichever is less, at a time;

   (ii) any non-flammable non-toxic gas when the total number of such cylinders does not exceed two hundred at a time;

   (iii) any toxic gas when the total quantity of such cylinders does not exceed five at a time;

   (iv) acetylene gas contained in cylinder in dissolved state when the total quantity of such cylinder does not exceed twenty five at a time.

   (c) The provisions of sub-clause 44(b) shall not be applicable for liquefied petroleum gas when the total quantity of gas does not exceed 100 kg at a time for own use, distribution or sale from a sales room belonging to the dealer or distributor of respective oil marketing company.

   Notwithstanding anything contained in rule 43, licence shall not be obligatory for working places where LPG cylinders are directly connected to the manifold, but the requirements of IS :6044 Part-1 shall be complied with ,such manifold installations and shall be constructed adapting the sound engineering practices and the

quantity of the LPG at any point of the time shall not exceed the limits prescribed in IS-6044 Part-1.

Special terms and conditions-Version:1 effective from 07-10-2025 for category Dissolved Acetylene (Gas) (V2) Conforming to IS 308

1. Petroleum and Explosives Safety Organisation (PESO), nodal agency for regulating safety of hazardous substances such as explosives, compressed gases and petroleum, has framed various rules for delivery or dispatch of cylinders or possession of cylinders under Gas Cylinder Rules 2016 framed under Explosives Act, 1884.

   The PESO Guidelines are to be followed by the buyer and seller/vendor/bidder. Latest modifications ordered by the CIE, PESO, DPIIT, MoC&I, GoI may be checked from time to time in this regard.

   Buyer and Seller to follow all the relevant PESO guidelines/rules including following:

   - Rule 10 : Restriction on delivery or dispatch of cylinder:- (1) No person shall deliver or dispatch any cylinder filled with any compressed gas to any other person in India who is not the holder of a licence to possess such gas cylinder or to his authorised agent unless he is exempted under these rules to possess compressed gas cylinder without a licence.

   (2) The gas cylinder delivered or dispatched by a person under sub-rule (1) shall be of the type for which he is licensed and shall not exceed the quantity which the person to whom it is delivered or dispatched is authorised to possess under these rules.

   (3) Nothing in sub-rules(1) and (2) shall apply to the delivery or dispatch of gas cylinder to the defence forces of the Union, port authorities or railway administration and other paramilitary forces:

   Provided that this sub-rule shall not be applicable for co-operative societies run by the welfare associations of these organisations.

   - Rule 43: Licence for filling and possession (1) No person shall fill any cylinder with compressed gas and no cylinder filled with compressed gas shall be possessed by anyone except under and in accordance with the conditions of a licence granted under these rules. (2) The licensee shall be responsible, for all operations connected with the filling and possession of cylinders in the licensed premises.

   - Rule 44: No licence needed for possession in certain cases.- Notwithstanding anything contained in rule 43, licence shall not be necessary for-

   (a) possession of any cylinder filled with a compressed gas by a carrier or other person for the purpose of transport in accordance with the provisions of these rules;

   (b) possession of cylinders for own use and not meant for sale or trading filled with,-

   (i) any flammable and non-toxic gas when the total number of cylinders containing such gas does not exceed twenty five or the total weight of gas does not exceed 200 kg., whichever is less, at a time;

   (ii) any non-flammable non-toxic gas when the total number of such cylinders does not exceed two hundred at a time;

   (iii) any toxic gas when the total quantity of such cylinders does not exceed five at a time;

   (iv) acetylene gas contained in cylinder in dissolved state when the total quantity of such cylinder does not exceed twenty five at a time.

   (c) The provisions of sub-clause 44(b) shall not be applicable for liquefied petroleum gas when the total quantity of gas does not exceed 100 kg at a time for own use, distribution or sale from a sales room belonging to the dealer or distributor of respective oil marketing company.

Notwithstanding anything contained in rule 43, licence shall not be obligatory for working places where LPG cylinders are directly connected to the manifold, but the requirements of IS :6044 Part-1 shall be complied with ,such manifold installations and shall be constructed adapting the sound engineering practices and the quantity of the LPG at any point of the time shall not exceed the limits prescribed in IS-6044 Part-1;

2. The product may also carry an ISI Mark/Standard Mark as per the BIS standard governing this category. As such Buyers may also opt for ISI marked product while creating BID. In such cases buyer shall verify valid BIS License for the same at the time of evaluation of BID and check ISI marking at the time of receipt of material before issuing CRAC.

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. **Scope of Supply**

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

3. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

   SECL BAIKUNTHPUR AREA
   Account No.
   11032259434
   IFSC Code
   SBIN0000449
   Bank Name
   STATE BANK OF INDIA
   Branch address
   SECL, GM COMPLEX COLONY
   .
   Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

4. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. **Generic**

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

6. **Generic**

   Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

7. **Forms of EMD and PBG**

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

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

8. **Generic**

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

9. **Generic**

   Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
   i) The Seller fails to comply with any material term of the Contract.
   ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
   iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
   iv) The Seller becomes bankrupt or goes into liquidation.
   v) The Seller makes a general assignment for the benefit of creditors.
   vi) A receiver is appointed for any substantial property owned by the Seller.
   vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

10. **Generic**

    While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

11. **Buyer Added Bid Specific ATC**

    Buyer Added text based ATC clauses

    1. MAKE/BRAND/MODEL NAME OF THE OFFERED PRODUCT MUST BE INDICATED ALONG WITH TH E BID

    ## 2. GST REGISTRATION DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

    3. ELIGIBILITY - THE BIDDER SHOULD BE EITHER OF THE FOLLOWING

    MANUFACTURER OF THE TENDERED ITEMS OR TENDER SPECIFIC AUTHORIZED SELLING AGENT/DE ALER/DISTRIBUTER OF THE TENDERED ITEMS, IF THE MANUFACTURER DOES NOT QUOTE DIRECTL Y AS A MATTER OF POLICY.

    ## 4. PROVENNESS CRITERIA:

    THE CONSUMABLE GOODS/ CONSUMABLES SHALL BE CONSIDERED PR OVEN PROVIDED THE TENDERED/ SIMILAR ITEMS OF SAME / SIMILAR (DE FINITION OF SIMILAR WILL BE: GAS FOR INDUSTRIAL USE/ HIGHER SPEC IFICATIONS/ RATINGS/ VERSION ETC. HAVE BEEN SUPPLIED DURING THE PAST 5 YEARS FROM THE DATE OF TENDER OPENING AGAINST ORDERS OF CIL AND ITS SUBSIDIARIES OTHER PSUS, GOVERNMENT DEPARTMEN T AND PRIVATE ORGANIZATIONS AND THEIR PERFORMANCE HAS BEEN F OUND SATISFACTORY.

DOCUMENTS TO BE SUBMITTED:

A) COPY OF PAST SUPPLY ORDERS AS PER PROVENNESS CRITERIA ALON G WITH PROOF OF SUPPLY (COPY OF CHALLAN/ INVOICE ETC.).

B) SELF-CERTIFICATION OF PERFORMANCE OF THE FOLLOWING EXTEN T:

"WE CERTIFY THAT THE ITEMS COVERED IN THE PURCHASE ORDER (S)/ RATE CONTRACT (S) COPI ES ENCLOSED WITH OUR OFFER HAVE BEEN FULLY EXECUTED AND HAVE PERFORMED SATISFACT ORILY 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.

5. PROOF OF MANUFACTURING (SSI/NSIC/DGS&D/DIC/ISO Certificate/MSME/UDYAM) TO BE SUMI TTETD BY BIDDER(MANUFACTURER/DEALER/ AUTH AGENT/RESELLER) ALONG WITH OFFER.

6. CONSIGNEE ADDRESS- DEPO OFFICER, REGIONAL STORE CHURCHA ,SECL BAIKUNTHPUR ARE A,DISIT- KORIYA PIN- 497335,CHATTISHGARH, MOB NO-9730863374,7974918358.

7. 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 m odes) in an acceptable form. Submission of any other from of EMD shall not be acceptable BAN K DETAILS- SBI BAIKUNTHPUR, ACCT NO- 11032259434 ,IFSC CODE-SBIN0000449.

8 .PERFORMANCE SECURITY (SHALL BE TREATED AS SECURITY DEPOSIT):

THE PERFORMANCE SECURITY/SECURITY DEPOSIT SHALL REMAIN VALID FOR AT L EAST 3 MONTHS AFTER THE COMPLETION OF SUPPLY AND MATERIAL ACCEPTANC E AT CONSIGNEE END. PERFORMANCE SECURITY/SECURITY DEPOSIT WILL BE REL EASED WITHIN 30 DAYS AFTER THE COMPLETION OF SUPPLY AND MATERIAL ACCE PTANCE AT CONSIGNEE END AND RECEIPT OF CONFIRMATION OF PERFORMANCE BANK GUARANTEE IF APPLICABLE.

9 PAYING AUTHORITY: Area Finance Manager , South Eastern Coalfields Limited, Baikunthpur. (Regula rization of payment on GeM portal shall be done as per provision of GeM by Paying authority).

10. WARRANTY : This warranty shall remain valid for twelve (12) months from the date of Commissioning or 24 months from the date of receipt and acceptance of the equipment, whi chever is earlier. However, in case of other Goods, warranty shall remain valid for eighteen (18) months from the date of receipt and acceptance of material at consignee's end or twelv e (12) months from the date of its use/fitment/commissioning, whichever is earlier

NOTE- I). ANY CENTRAL/STATE GOVERNMENT ORGANIZATION/PSU SHALL BE EXEMPTED TOWARDS SUBMISSION OF EMD, IRRESPECTIVE OF STORES. OEMS/OES OR THEIR AUTHORIZE D 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.

II. MSE PREFERENCE: THE BIDDER SEEKING MSE PREFERENCE, MUST SU BMIT VALID UDYAM CERTIFICATE WHICH SHALL REMAIN VALID FOR THE ENTIRE PERIOD OF FINALIZATION OF TENDER. AS PER THE LATEST DIREC

TIVES 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.

III.All CENTRAL/STATE GOVERNMENT ORGANIZATION/PSUS, GOVT. MINISTRIES, DEPARTMENTS, ATTACHED AND SUBORDINATE OFFICES, AUTONOMOUS BODIES FORMED BY THE GOVERNMENT SHALL BE EXEMPTED FROM SUBMISSION OF SECURITY DEPOSIT. OEM/OES SHALL ALSO BE EXEMPTED FROM SUBMISSION OF SECURITY DEPOSIT IN CASE OF PROCUREMENT OF SPARE PARTS FOR EQUIPMENT AGAINST SINGLE / OPEN / LIMITED TENDER ENQUIRIES. SUBMISSION OF SECURITY DEPOSIT IS EXEMPTED FOR THE CONTRACTS HAVING VALUE UPTO RS. 5 LAKHS.

DOCUMENTS TO BE SUBMITTED ALONG WITH BID(AS PER FORMAT PROVIDED).

Annexure – A: Format for Letter of Bid.

Annexure – B: Lowest Price Certificate

Annexure – C: Price Fall Clause

Annexure – D: Format for Self-certification of Performance.

Annexure – E: Banned Or Delisted Or Debarred Or 'Put On Holiday Suppliers

Annexure – F: Local Content Certification As Per Make In India Policy

Annexure – G: Proforma For Equipment And Quality Control(FOR MSE/ STARTUPS SEEKING EXEMPTION)

ANNEXURE-A

FORMAT OF LETTER OF BID

LETTER HEAD OF BIDDER

To,

South Eastern Coalfields Ltd.,

BAIKUNTHPUR, CHATTISGARH-497335(INDIA).

Sub: Tender No. & Date:

Tender ID:

Offer no.& Date:

Dear Sirs,

Having examined the Bid Documents including Addenda/Corrigenda, if any, I / We, the undersigned, offer to supply and deliver the material as per our offer submitted in conformity with the said Bid Documents.

We confirm to accept all terms and conditions contained in the tender document unconditionally.

We confirm that until a formal contract is prepared and executed, this bid together with your written accepta nce thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that the contents of the offer are given after fully understanding and all information furnished by us are correct and true and complete in every respect.

We confirm that all information/ documents / credentials submitted along with the tender are genuine, authe ntic, true and valid.

We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues/ Security Deposit and Banning of our firm and all partners of the firm as per provisions of law.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Date:

Duly Authorized to sign bid for and on behalf of _____(if applicable)

NOTE:

This letter should be on the letterhead of the Bidder and should be signed by the bidder.

In case the bidder who has signed the LOB is the DSC holder, no additional documents are required.

In case the bidder who has signed LOB is not the DSC holder, then the authorization on non - judicial stamp p aper duly notarized as per format mentioned on next page by the person signing the LOB i.e. the bidder, in fa vour of person bidding online i.e. DSC holder, is required to be uploaded along with this Letter of Bid.

ANNEXURE – B

LOWEST PRICE CERTIFICATE

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

Signature of Bidder

Date:

Seal of the firm

ANNEXURE-C

PRICE FALL CLAUSE

If the contract holder reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract be amended accordingly.

In case of parallel Rate / Running Contracts, if the price of a product is reduced for any supplier due to invocation 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 the lower price, CIL/SECL shall have the right to delete the item from the scope of RC of such firm and procure 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 replacement;

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 concerned, under the existing or previous Rate Contracts

b) Under any previous contracts entered into with the Central or State Government Departments, including 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 being L1 after opening of Price Bid / Reverse Auction) for the tendered / similar item(s) received by them from 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 considered as acceptance by the bidder that they have not received any order for the tendered / similar item(s) from 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 Organization / 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 / s imilar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Lt d. 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 con tract 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 or ganization, as the case may be, during the currency of the contract at a price lower than the price charged u nder 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.

_

ANNEXURE – D

FORMAT FOR SELF-CERTIFICATION OF PERFORMANCE

Tender ref No:.....

Tender ref No:.....

We certify that the items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Ord er(s)/ Rate Contract(s) and all the complaints/claim (s) lodged by the purchaser, if any, have been attended t o and no complaints/ claims(s) are pending.

Sl No	Item Description	Purchase Order/Rate Contract No	Purchase Order/Rate Contr act Date (in DD/MM/YYYY format)	Date of Supply (in DD/MM/YYYY format)

Name & Signature of Bidder

Designation

Date:

Seal of the firm.

ANNEXURE – E **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 manufacturer (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 submission of their offer that they have not being debarred/settled all dues/claims on account of being defaulter L1 bidder for th e tendered item.

If the bidder and/or manufacturer has been BANNED OR DELISTED OR DEBARRED OR 'PUT ON HOLIDAY' by any government or quasi-government or PSU's., this fact must be clearly stated, and it may not necessarily b e cause of disqualification. In this respect, the bidder/manufacturer shall upload the same as additional docu ment. The declaration in case of been BANNED OR DELISTED OR DEBARRED OR 'PUT ON HOLIDAY' shall be s ubmitted 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

ANNEXURE – F **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 rule s/amendment of Government of India vide no P-45021/2/2017-PP- (BE-II)- Part 4 Vol II dated 19.07.2024 issue d 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 pro vided for purchase preference and eligibility in line with the Latest revision to the Public Procurement (Prefer ence to Make in India) Order notified vide OM No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II issued by DPIIT, dat ed 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 factor y situated at ..... & that the items offered have a local content of .....% of the total va lue as prescribed by the competent Ministries/Departments in pursuance to the Public Procurement (Prefe rence to Make in India) Order OM No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II issued by DPIIT, dated 19.07. 2024 and subsequent amendments.

The offered products meets the minimum local content criteria for Class- ..... Local Supplier in pursuance 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 ar e authorized to submit the above certification as per MII Policy.

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

UDIN No. _____

NOTE:

If tender value is Rs. 10.00 Crores and above the above certificate needs to be issued through statutory a uditor or cost auditor if the OEM is a company and from a practicing Cost Accountant or practicing Charter ed Accountant for OEMs other than company as per provision of MII policy.

ANNEXURE – G

(Clause 2.8.3.7)

PROFORMA FOR EQUIPMENT AND QUALITY CONTRO L

Reference: CIL / subsidiary co._____ Tender No. _____

Date _____ for supply of _____

Name and address of the firm

(a) Telephone No. office / factory / works

(b) fax No. / E-mail ID

Location of manufacturing works / factories owned by the firm (documentary evidence of ownership must be produced).

Brief description of the factory (i.e. area covered accommodation, Department into which it is divide d, laboratory etc.)

Details of plant and machinery erected and functioning in each department (monographs and descr iption pamphlets) be supplied if available.

Whether the process of manufacture in the factory is carried out with the aid of power or without it.

Process flow chart for the whole manufacturing process of the tendered item.

Details and stocks of raw materials held.

Production capacity of items quoted for with the existing plant and machinery

Normal

Maximum

Details of quality assurance plan and quality control infrastructure such as laboratories etc.

(a) Details of technical supervisory staff in -charge of production and quality control

Skilled labour employed.

Unskilled labour employed.

Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.

Whether stores were rested to any standard specification, if so, copied of original test certificate sho uld be submitted in duplicate.

.....
.....

(Signature of tenderer)

NB: Details against SI. No. 5 to 12 need be restricted to the extent they pertain to the items under reference.

Note- At later stage if 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 bidder 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 against Any Default 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

.

12. **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---