

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-05-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-05-2026 11:30:00
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	Mahanadi Coalfields Limited
कार्यालय का नाम/Office Name	Mcl Sambalpur Odisha
कुल मात्रा/Total Quantity	90
वस्तु श्रेणी /Item Category	Sluice Valve For Water Works Purposes (50 To 1200 Mm Size) (V2) As Per Is 14846 (Q3) , Gun Metal Gate Valves - BHEL (Q3)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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

बिड विवरण/Bid Details	
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	Sluice Valve For Water Works Purposes (50 To 1200 Mm Size) (V2) As Per Is 14846
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	178782
Payment Timelines	Payments shall be made to the Seller within 25 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
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमएसई के लिए आरक्षित / Reserved for MSE

एमएसई के लिए आरक्षित / Reserved for MSE	Yes
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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 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.
3. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible to participate in this bid. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility based on documentary evidence submitted, while evaluating the bid. 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.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has 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 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:

मूल्यांकन अनुसूचियां / Evaluation Schedules	अनुमानित मूल्य / Estimated Value	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	115600	Sluice Valve For Water Works Purposes (50 To 1200 Mm Size) (v2) As Per Is 14846	20
Schedule 2	58250	Gun Metal Gate Valves - Bhel	50
Schedule 3	4932	Gun Metal Gate Valves - Bhel	20

Sluice Valve For Water Works Purposes (50 To 1200 Mm Size) (V2) As Per Is 14846 (20 pieces)

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)
Dimensions	Nominal Pressure Rating (In MPa)	PN 1.6
	Nominal Size of Valve(In mm)	100
Buyer's Additional Requirement	Accessories or optional features	Suitable Locking arrangement for hand wheel, Suitable Valve gate position indicator, Suitable Anti-friction devices, Suitable Valve headstock for manual operation, Suitable gunmetal scour or cast iron cleaning door at the bottom of the sluice valve body, Suitable By-pass arrangement valve, Suitable power drive, Suitable Easing screw, Suitable Air release plug, Suitable Drain plug, Suitable Channel and shoe arrangement, Suitable Gearing arrangement, Suitable Chain and wheel arrangement, Suitable Riveted seat rings in the body, Suitable Pipe flanges drilling and dimension other than IS 1538, NA

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 Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	20	30

Gun Metal Gate Valves - BHEL (50 pieces)

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)
Technical Specifications	Size (NB)	25
	Technical Specifications and Requirement of the products	As per BHEL Specification Drawing/standards TR-25122V (Attached)

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Applicable Drawing Document	View
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	50	30

Gun Metal Gate Valves - BHEL (20 pieces)**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)
Technical Specifications	Size (NB)	15
	Technical Specifications and Requirement of the products	As per BHEL Specification Drawing/standards TR- 25122V (Attached)

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Applicable Drawing Document	View
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Debasish Kujur	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	20	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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, 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

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 %.

3. Generic

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

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

4. Scope of Supply

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

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional terms & Conditions

Items are reserved for MSE bidders , since bid items are falls unde r 35 8-item List reserved for MSMEs

1. Qualification Criteria: The bidder should be either of the following:

- a) Manufacturer of the tendered items

2. Proven-ness Criteria: The bidder should be a Micro & Small Enterprise (MSEs) for the tendered items to be offered by them.

The Documents(s)/Certificate(s) of the bidders for **BIS/ISI** marking, ISO certification towards quality management and DGMS approval for any relaxation should be valid as on date of tender opening and a copy of such document/certificate valid as on date of supply duly notarized, must accompany their bills(s).

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

4. Warranty:

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

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

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

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

The manufacturer as well as the bidder (if bidder is not the manufacturer) will give a declaration that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs. If a bidder and/or manufacturer has been banned or delisted or debarred or 'Put on Holiday' by any Government or quasi Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.

However, If the manufacturer/bidder is banned or delisted or debarred or 'Put on Holiday' by DoE/ MoC/MCL / CIL, the offer shall be not be considered for further evaluation.

In case of Indian Agents of the Local Suppliers quoting against the Tender, both the Indian Agent and their Principals should submit the above declaration as per format given at **Annexure -G** .

Note:

When the misconduct and moral turpitude of a firm goes beyond mere performance issues, imposition of a ban on business relations with the firm may be done for a specified period of time, after following the prescribed procedure. The name of the defaulting firm

firm from the list of

registered vendors should be removed before submitting the proposal for banning of business. An order for banning passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of banning passed on

account of doubtful loyalty to the country or national security considerations shall continue to remain in force until it is specifically revoked. However, the firm would have to apply afresh for registration with the procuring entities. Banning of business should be considered in the

following cases:

(i) If the Directors, Proprietors, Employees, Partners or any Representative of the firm is/are found guilty of offences involving any security consideration including loyalty to the State, in connection with business

dealings with CIL or its Subsidiaries.

(ii) If the Director, Proprietor or Partner, Manager or any Representative of the firm is convicted by a court of law

a). under the Prevention of Corruption Act, 1988 or under the Indian Penal Code or any other law for the time being in force for offences involving moral turpitude in business dealings; or

b). under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(iii) Violation / transgression of Integrity Pact. Registration of Suppliers, Vendor Rating and Penal Action against Suppliers/Bidders

(iv) If there are strong reasons to believe that the Directors, Proprietors, Managers or any Representative of the firm has/have been guilty of or found to be indulging in mal practices / unethical commercial practices

such as bribery, corruption, fraud, substitution of tenders, interpolation, etc.

(v) If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of evasion or habitual default in payment of any tax levied by law; etc.

(vi) Wilful suppression of facts or furnishing of wrong information, false declaration or manipulated or forged documents by the firm or using any other illegal/unfair means.

(vii) Drawing double payment or submitting invoice for double payment for the supply of same materials or carrying out the same job/work.

(viii) Supplying defective materials and failure to replace the defective materials even after reasonable extension is given to the firm for rectification/ replacement of the defective materials or carrying out defective/poor quality job, not conforming to specifications of the contract and failure to rectify it within the stipulated time.

(ix) If the firm repeatedly and/or habitually resorts to revision of price and terms of offer within the validity period of the tender and/or submission of ambiguous and misleading offers, post tender modifications in order to undermine the decision-making processes.

(x) Failure to pay legitimate dues to CIL/Subsidiary Companies including dues arising o

ut of Risk Purchase and when CIL and/or its Subsidiary Companies are satisfied that this is not due to any reasonable dispute which would attract proceedings in arbitration or a Court of Law.

(xi) Continued and repeated failure to meet contractual obligations.

(xii) Canvassing and lobbying to get undue favour from the Company.

(xiii) Formation of price cartels with other suppliers/contractors with a view to artificially hiking the prices.

(xiv) Non-supply of material, abandonment of works, etc.

(xv) Any other misdeed, which may cause financial loss or commercial disadvantage to the Company.

In case a firm is banned under any of the clauses - 6.13.2(i) to (vii) and Clauses 6.13.2 (ix) to (xiii) by a subsidiary company, the firm shall be considered for banning in all subsidiary Companies including CIL (HQ).

For banning of the firm across CIL (HQ) and its Subsidiaries, CIL (HQ) will initiate action as per clause - 6.13.5.7 of CIL's Purchase Manual.

In case banning is done against any of the clauses - 6.13.2(viii), (xiv) and

(xv) by a subsidiary Company, the banning will be limited to the subsidiary

who has done the banning. However, the same can be extended to all other

subsidiaries by CIL HQ depending on the conduct and performance of the

firm in other subsidiaries as per process of clause - 6.13.5.8.

19.19 Risk Purchase

19.19.1 In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, Coal India Ltd. or its Subsidiary Companies shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It may be clearly mentioned in the tender enquiry and the resultant contract that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies/CIL.

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This bid has been floated in strict compliance with all clauses of the Coal India Purchase Manual 2020

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

A) Qualification Criteria:

SI No	Category of Bidder	Scanned copy of documents to be uploaded by all the bidders in support of Basic Eligibility Criteria <i>(Self certified copy)</i>
a	Manufacturers	<p>All of below specified documents (Self certified)</p> <p>(1) Any one of the following documents for the tendered items:</p> <ol style="list-style-type: none"> a. Factory license/Manufacturing license b. NSIC registration certificate. c. SSI/DIC registration certificate d. Valid ISO Certificate. e. Valid BIS license/certificate f. Valid DGMS approval g. Micro / Small Enterprises [MSE] Registration certificate for being manufacturer for the tendered item issued by District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises

B) Proven-ness Criteria:

SI No.	Alternative Proven-ness Criteria	Scanned copy of documents to be uploaded by the bidder in support of information / declaration furnished online by the bidder against Proven-ness Criteria as Confirmatory Document (self Certified copy)
ii	If the bidder is a Micro & Small Enterprise (MSEs) for the tendered items to be offered by them	<p>a) Certificate issued by Authorities for being "MSE"</p> <p style="text-align: center;">AND</p> <p>b) Any one of the following documents:- Valid ISI marking license / DGMS Approval certificate for the offered item OR Rate contract issued by CIL/ any other subsidiary for the offered item OR Proven Ancillary certificate issued by MCL for the offered item</p> <p style="text-align: center;">Or</p>

Filled up 'Proforma for Equipment and Quality Control' (as per Annexure-A) for verification of your technical capability by concerned technical department.

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

SI No.	Other Qualification Criteria	Scanned copy of documents to be uploaded by all the bidders in support of Other Eligibility Criteria (preferably Self certified copy)
1	Lowest Price certificate format at Annexure-K	Bidder shall submit Lowest Price certificate as under: <i>"We certify that the prices quoted in the tender are the lowest and not higher than as applicable to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization."</i>
2	Any other document to support the qualification information as submitted by the bidder online	

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ANNEXURE-A

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Reference : CIL/Subsidiary Co. _____ GeM Bid No. ____
 _____ Date _____ for supply of _____

1. Name and Address of the Firm
2. (a) Telephone No. office/factory/works
 (b) E-mail ID

3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
5. Details of plant and machinery erected and functioning in each department (mono graphs and description pamphlets) be supplied if available.
6. Whether the process of manufacture in the factory is carried out with the aid of power or without it.
7. Process flow charts for the whole manufacturing process of the tendered item.
8. Details and stocks of raw materials held.
9. Production capacity of items quoted for with the existing plants and machinery
 - (a) Normal
 - (b) Maximum
10. Details of Quality Assurance Plan and Quality Control infrastructure such as laboratories etc.
11. (a) Details of technical supervisory staff in-charge of production and quality control.
 - (b) Skilled labour employed.
 - (c) Unskilled labour employed
 - (d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.
12. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

(Signature of Tenderer)

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

ANNEXURE-K

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

(Signature / Seal) (N)

ame / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

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

ANNEXURE-L

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

(On the Letter Head of the Bidder)

1. The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily for a period of minimum one year from the date of commissioning and all the complaints/ claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending
2. We are also submitting the documents related to proof of payment against the submitted supply orders.

(Signature / Seal) (

Name / Designatio

n)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(Note: Inclusion of any additional redundant information by the bidder, which does not contradict the content and s

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

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ANNEXURE - G

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BANNED OR DELISTED OR DEBARRED OR PUT ON HOLIDAY SUPPLIERS DECLARATION

This is to certify that we have not been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSUs.

Signature of Bidder

Date:

Seal of the firm

OR

If bidder has been banned / Delisted/Debarred/ Put on Holiday, by any Government or quasi- Government agencies or PSU, then bidder has to indicate the details below:

(1) Name of the Organisation which has banned the bidder:

(2) Ban Period :

(3) Reasons for BANNING OR DELISTING OR DEBARRING OR PUT ON HOLIDAY:

Signature of Bidder

Date

Seal of the firm

Note: In case the bidder is an authorized dealer/distributor, BOTH manufacturer as well as authorized dealer/distributor has to submit the "Banned or Delisted or Debarred or Put on Holiday" declaration as per format above.

Signature of Bidder

Date:

Seal of the firm

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 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---