

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	22-09-2025 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	22-09-2025 12:30:00
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	MCI Sambalpur Odisha
कुल मात्रा / Total Quantity	30
वस्तु श्रेणी / Item Category	Office Chair (V3) (Q2)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	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 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

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
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	90000
मूल्यांकन पद्धति/Evaluation Method	Total value 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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विभाजन/Splitting

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 खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and

technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted 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 exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.

3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted 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 exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

7. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

Office Chair (V3) (30 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम कैटेगरी 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)
GENERAL REQUIREMENT	Chair type	Non-revolving and non-tilting chair with armrest
UNDERSTRUCTURE	Chair understructure type	Cantilever
	Understructure material	ERW tube conforming to IS : 1161 latest
	The shape of tubular section of understructure	Round

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Section Size (Diameter/Sides) of understructure	19 mm
	Understructure wall thickness (mm)	1.2
	Castor	No
SEAT	Seat material	PU foam
	Density of PU used in seat (kg per cubic meter)	<=30
	Thickness of PU used in seat (mm)	<=30
	Minimum seat height from floor surface (mm)	<=400
	Width of seat (mm)	<=400
	Depth of seat (mm)	<=400
	Seat upholstery material	Polyester fabric
BACKREST	Backrest base frame material	Hot pressed plywood
	Backrest material	Moulded PU
	Density of PU used in backrest (kg per cubic meter)	>30<=40
	Thickness of PU used in backrest (mm)	<=30
	Width of backrest (mm)	<=400
	Backrest height from the seat level	>=350<=450
	Backrest upholstery material	Polyester fabric
ARMREST	Armrest type	Moulded armrest continuously fitted with seat and back
	Armrest movement	Fixed
WARRANTY	Warranty period in number of years	1, 2, 3, 4, 5 Or higher (year)

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

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Siddharth Shankar Padhi	759102,LINGARAJ AREA, MAHANADI COALFIELDS LIMITED, AT/PO: Deulbera Colliery	30	60

Special terms and conditions-Version:1 effective from 25-06-2024 for category Office Chair (V3)

1.

Special Terms and Conditions

1. The colours for the Seat and Back, are specified based on the procurement done by various buyers on GeM.
2. Sellers are advised to refrain from uploading any catalogue selecting image colour other than the option chosen for the catalogue, as available in the category. Any mismanagement of this will be treated seriously as per GeM policies.
3. In case buyer requires to buy any other colour not covered in the category, same may be specified under additional parameters while creating the bid. The colours mentioned in the additional parameters by the buyer in the bid shall prevail over the colours indicated in the catalogue.
4. Sellers are advised to check the complete bid document while offering their prices.

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional terms & Conditions

Sub- Supply of Visitor Chairs for Union Office at Lingaraj Area

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

- a) Manufacturer of the tendered items
- OR
- b) Indian Selling Agent authorized by the Manufacturer of the tendered items, if the manufacturer does not quote directly as a matter of policy,
- OR

2. Provenness Criteria: Any one of the following conditions should be satisfied for Provenness:

- i. The tendered items must have been supplied during the last 5 years from the date of tender opening against orders to any Government/Public Sector Undertakings (Indigenous or Global) or any Private Industry.

AND

Either, having satisfactory performance report from the user for a period of not less than 01 (one) year

OR

The bidder will be required to furnish a self-certificate to the following extent, against the Purchase Order(s)/ Rate Contract(s):

"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".

OR

- ii. The bidder should be a Startup or 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, 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 Area Personnel Manager, Lingaraj Area at area level before acceptance of materials.

4. Warranty: Minimum 01 Year.

- 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. Warranty Clause: The Supplier shall furnish Guarantee/Warranty certificate along with the bill for satisfactory performance of the ordered materials for a period of 18 months from the date of receipt and acceptance of materials at consignee's end or 12 months from the date of use/fitment/commissioning, whichever is earlier. All cases of warranty replacement of failed item will be decided based on joint inspection of the failed item held between the user and the manufacturer's representatives.
- 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. The scanned copies of the following confirmatory documents shall be submitted by bidder:

A) Qualification Criteria:

-

Sl No	Category of Bidder	Scanned copy of documents to be uploaded by all the bidders in support of Basic Eligibility Criteria (Self certified copy)
a	Manufacturers	All of below specified documents (Self certified) (1) Any one of the following documents for the tendered items: - Factory license/Manufacturing license - NSIC registration certificate. - SSI/DIC registration certificate - Valid ISO Certificate. - Valid BIS license/certificate - Valid DGMS approval - Micro / Small Enterprises [MSE] Registration certificate for being manufacturer for the tendered item issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board 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	Indian selling agents authorized by manufacturer	All of below specified documents at Sl. 1 to 3 (Self certified) (1) Specific authorization & undertaking from Manufacturer to quote against this tender as per format enclosed as Annexure-B. Note: [The authorization should be pre-dated (from tender opening date), properly signed and valid. The validity should correspond to the delivery period stipulated in Tender Enquiry] (2) Indian selling agents authorized by Manufacturer is required to submit an undertaking as per format enclosed as Annexure-C. (3) Any one of the following documents of the principal manufacturer for the tendered items: - Factory license/Manufacturing license - NSIC registration certificate. - SSI/DIC registration certificate - Valid ISO Certificate. - Valid BIS license/certificate - Valid DGMS approval - Micro / Small Enterprises [MSE] Registration certificate for being manufacturer for the tendered item issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises

Manufacturer Authorization and the certificates in respect of UDYAM Registration of Micro Small Enterprises (MSME), NSIC Registration, ISO Certificate, BIS License and DGMS approval must be valid on the date of bid opening prior to bid submission end date.

B) Provenness Criteria:

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S I N o.	Alternative Provenness Criteria	Scanned copy of documents to be uploaded by the bidder in support of information / declaration furnished online by the bidder against Provenness Criteria as Confirmatory Document (self Certified copy)
i	The tendered item must have been supplied during the last 5 years from the date of tender opening to any Government/Public Sector Undertakings (Indigenous or Global) or any Private Industry (Indigenous or Global),. <i>Please note that the orders should not be older than five (05) years from the date of opening of tender. Uploaded orders older than 5 years from the date of opening of tender shall be ignored.</i> <i>(No new supply orders shall be accepted during recycling of shortfall documents. Therefore bidders must be careful while uploading supply order copies online)</i> AND Either, having satisfactory performance report from the user for a period of not less than 01 year OR The bidder will be required to furnish a self-certificate as per Annexure-L to the following extent against the Purchase Order(s)/ Rate Contract (s): <i>"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".</i> Note: The supply order must be at least twelve months prior to last date of tender submission.	Both the following documents (a) and b(i) or b(ii) a. Complete Set of Supply order(s) (Firm) copies for the tendered item. The age of orders uploaded shall be maximum 5 (five) years from the date of opening of tender for the purpose of determination of provenness of the Product offered by a bidder. Please note that the orders should not be older than five (05) years from the date of opening of tender. Uploaded orders older than 5 years from the date of opening of tender shall be ignored. AND b. Any of the following: i. Satisfactory performance report from the users for a period of not less than 01 year from the date of fitment/commissioning. OR ii. The bidder will be required to furnish a self-certificate as per Annexure-L to the following extent against the Purchase Order(s)/ Rate Contract(s): <i>"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".</i> Note: The supply order must be at least twelve months prior to last date of tender submission. <i>(No new supply orders shall be accepted during recycling of shortfall documents. Therefore, bidders must be careful while uploading supply order copies online)</i>

ii	If the bidder is a Startup or Micro & Small Enterprise (MSEs) for the tendered items to be offered by them	a) Certificate issued by DIPP (Department of Industrial Policy & Promotion) for being "startup" or certificate issued by Authorities for being "MSE" AND b) Any one of the following documents (<i>self-certified</i>):- Valid BIS/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. Or Filled up 'Proforma for Equipment and Quality Control' (as per Annexure-A) for verification of your technical capability by concerned technical department.
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The certificates in respect of BIS/ISI marking license, DGMS Approval, Rate contract issued by CIL/ any other subsidiary and Proven Ancillary certificate issued by MCL must be valid on the date of bid opening prior to bid submission end date.

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 <u>Annexure-K</u>	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	

D) Technical Specification Parameters:

Item No.	Item Description	Documents as Technical Specifications Provision (self Certified copy)
01	Documents in support of Technical Specifications Parameters	Advance sample to be provided by the successful bidder before making final supply after award of contract in GeM portal

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 (monographs and descriptions on 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-B

Authorization & Undertaking Certificate by Manufacturer

(On Letter Head of the Principal / Manufacturer)

M/s. MCL,

Address

Dear Sir

Sub: GeM Bid No.:

-

WHEREAS we, M/s _____ [name of manufacturer] who are established and reputable manufacturers of tendered/offered items having factories at _____ [address]

(es) of factory(ies)],

Do hereby authorize M/s _____ [Name & Address] our Agent to submit a bid and execute the resultant Contract with you on our behalf against the above Tender.

We, M/s _____ [name of manufacturer] also undertake the following:

- i) That, as a matter of our corporate policy, we don't directly quote / market our products and if, subsequently, at any stage, it is found that we have quoted directly to any organization, we shall be liable for penal action as per provisions. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission will be recovered with interest.
- ii) That we will accept the responsibility for the satisfactory execution of orders placed on our authorized agent including warranty/ guarantee obligations.
- iii) That, wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on our authorized agent.
- iv) Our authorized agent's price will not exceed that which we would have quoted.
- v) Letter submitted by our Agent for inspection of goods would be accompanied by a certificate from us that the goods offered for inspection as indicated in the letter have been manufactured by us.
- vi) We hereby accept to extend our full support and commitment for all the terms and conditions including guarantee and warranty as per the Conditions of Contract, Technical Specifications for the Goods and Services offered for supply by the above bidder on our behalf against this tender for the entire contract period as well as ensure supply of spares & consumables even beyond contract period as stipulated in the relevant clauses of the tender document.
- vii) In the event of failure on the part of our authorized agent in fulfillment of contractual obligations for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support MCL as well as execute the remaining period of the contract ourselves or through another competent Indian Agent/entity fulfilling the eligibility criteria stipulated in the tender document for Indian Agent, as per NIT.
- viii) We also confirm that we are not banned or delisted or debarred or put on holiday by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

We were banned by the organization named "-----" for a period of ----- year(s) effective from ----- to -----for ----- (the reasons to be mentioned).

(Signature)

(Name)

(Designation)

(Seal)

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

ANNEXURE-C

Undertaking by the Indian selling agents/dealers/distributors authorized by Manufacturer

(On Letter Head of the Bidder)

GeM Bid No.:

We M/s. undertake the following:

- i) That we will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations
- ii) That we will be responsible for providing the required after sale service
- iii) That our Business Entity is in existence for more than 3 years as on the date of this Tender opening

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of Indian selling agents/dealers/distributors authorized by Indian manufacturer].

ANNEXURE-D

Undertaking by the Manufacturer/ Indian selling agents/dealers/distributors authorized by Manufacturer

(On Letter Head of the Bidder)

GeM Bid No.:

We M/s. undertake the following:

It is certified that no agent/ middleman / liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services.

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of OEM/ Indian selling agents/dealers/distributors authorized by Indian manufacturer].

ANNEXURE-E

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Undertaking by the Manufacturer / Indian selling agents/dealers/distributors authorized by Manufacturer

(On Letter Head of the Bidder)

-

GeM Bid No.:

We M/s. undertake the following:

-

"The offered product is an exact replacement of/fully interchangeable to the original part on one to one basis and the items shall fit in the intended equipment / subassembly without any modification or alteration and shall function as per OEM design and performance parameters".

-
-
-

{Signature}

{Name}

{Designation}

{Seal}

Signed for and on behalf of [Name of OEM/ Indian selling agents/dealers/distributors authorized by Indian manufacturer].

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ANNEXURE-H

SN	<u>Self-Declarations</u> (On Letter Head of the Manufacturer/OEM)
3	<u>Local Content Certificate:</u>

I/We do hereby certify that the item/s offered against the tender are manufactured at

.....
.....
.....
.....

(Give address of manufacturer's works/Factory, where the item/s is manufactured)

I/We M/s, Address, Class-I / ~~Class-II~~ Local Supplier ~~(strike out whichever is not applicable)~~ hereby certify that we meet the mandatory minimum local content requirement of the goods and / or services offered in our online bid against GeM Bid No. d t. as per Order No. P-45021/2/2017-PP(BE-II) dt.04.06.2020 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry.

The details of the location at which local value addition made is as under:

.....
.....
.....
.....

(give details of location in India where local value addition is done)

(Note: If tender value is more than Rs. 10.00 Crores, then above certificate has to be issued by competent party)

(Signature / Seal)

(Name / 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-K
-

SN	<u>Self-Declarations</u> (On Letter Head of the Bidder)
6	<u>Lowest Price certificate:</u> <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)

(Name / 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

-

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

(Signature / Seal)

(Name / 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)

3. **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.

4. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

5. **Warranty**

Warranty period of the supplied products shall be as given in specifications 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. **Scope of Supply**

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

7. **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 %.

8. **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.

9. **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

10. **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.

11. 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.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[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---