

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-10-2025 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-10-2025 16:30:00
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	South Eastern Coalfields Limited
कार्यालय का नाम/Office Name	Secl Bilaspur Chhattisgarh
कुल मात्रा/Total Quantity	18
वस्तु श्रेणी /Item Category	Track Recoil Assembly 627M000000062 , TRACK TENSIONING ARRANGEMENT 627M0000000265 , TRACK LINK AND FLAT ASSEMBLY 611M100000194 , IDLER SPROCKET ASSEMBLY 250A070000036
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Idler Sprocket Assembly
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Sprocket, Mobile Storage Compactors, Idler and Idler Sets for Belt Conveyor (V2) Conforming to IS 8598, Microfiltration Assembly, Copper alloy Taps/Stop Valves (V2) Conforming to IS 8931, Hose assembly, Stud Assembly (OFB), Glass Distillation Assembly, Vacuum Filtration Assembly, Plummer Block Assembly
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Mining Dumpers
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
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 लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	4
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	Track Recoil Assembly 627M0000000062
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	2217441.6
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

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). 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.

लाभार्थी /Beneficiary :

SECL, Baikunthpur Area

SECL Bilaspur Chhattisgarh, COAL INDIA LIMITED, South Eastern Coalfields Limited, Ministry of Coal

(Secl, Baikunthpur Area)

विभाजन/Splitting

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE

सक्षम प्राधिकारी का नाम/Name of Competent Authority	B. N. Jha
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	Area General Manager
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	Coal India Limited
सीए अनुमोदन संख्या/CA Approval Number	264
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	21-08-2025
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	Indented Items are procure from OEM Basis, M/s Eimco Elecon India Limited, Gujrat on OEM

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

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सक्षम प्राधिकारी का नाम/Name of Competent Authority	B.N. Jha
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	Area General Manager
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	Coal India Limited
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सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	21-08-2025
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Indented Items are procure from OEM Basis, M/s Eimco Elecon India Limited, Gujrat on OEM

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

1. 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	228330	Track Recoil Assembly 627m000000062	5
Schedule 2	26809.6	Track Tensioning Arrangement 627m0000000265	4
Schedule 3	1944050	Track Link And Flat Assembly 611m100000194	5
Schedule 4	18252	Idler Sprocket Assembly 250a070000036	4

Track Recoil Assembly 627M000000062 (5 pieces)

तकनीकी विशिष्टियाँ /**Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परिषीती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परिषीती/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.	5	60

TRACK TENSIONING ARRANGEMENT 627M0000000265 (4 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परिषीती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परिषीती/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.	4	60

TRACK LINK AND FLAT ASSEMBLY 611M100000194 (5 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परिषीती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परिषीती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
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क्र.सं./S.N o.	प्रेषिती/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.	5	60

IDLER SPROCKET ASSEMBLY 250A070000036 (4 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/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.	4	60

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. Scope of Supply

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

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. **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 %.

5. **Warranty**

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

6. **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. **Generic**

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

8. **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.

9. **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.

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Indented items may be procured from **M/s. Eimco Elecon India Limited, Gujarat** on OEM basis.

Sl. No.	Part no.	Description of Items	Unit	Qty.
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1	627M00000006 2	TRACK RECOIL ASSEMBLY	Nos	5
2	627M000000026 5	TRACK TENSIONING ARRANGEMENT	Nos	4
3	611M100000019 4	TRACK LINK AND FLAT ASSEMBLY	Nos	5
4	250A0700000036	IDLER SPROCKET ASSEMBLY	Nos	4

Delivery Period: - 60 Days

1.MAKE- BRAND NAME OF THE OFFERED PRODUCT MUST BE INDICATED ALONG WITH THE BID.

2. REQUIRED SPARES ARE OF M/S EIMCO ELECON MAKE SDL MODEL NO- 611

3 ELIGIBILITY CRIETERIA -ONLY THE OEM OF THE TENDERED ITEMS ARE ELIGIBLE TO QUOTE.IF THE OEM DOES NOT SUPPLY DIRECTLY TO CIL AS A MATTER OF POLICY ,THEY MAY NOMINATE DISTRIBUTER/DEALER/AGENT OF THE SAME AND ON SUCH AUTHORIZATION ,PROCUREMENT MAY BE MADE FROM SUCH AUTHORIZED DISTRIBUTER /DEALER/AGENT.

4. CONSIGNEE ADDRESS- DEPO OFFICER, REGIONAL STORE CHURCHA, BAIKUNTHPUR AREA AREA,DISIT- KOREA

PIN- 497335,CHATTISHGARH, MOB NO-9730863374, 7974918358.

5. PROOF OF MANUFACTURING (SSI/NSIC/DGS&D/DIC/ISO Certificate/MSME/UDYAM) TO BE SUBMITTED BY BIDDER ALONG WITH OFFER.

6. BANK GRARANTEE MUST BE SUBMITTED WITH SFMS CONFIRMATION, BANK DETAILS- SBI BAIKUNTHPUR, ACCT NO- 11032259434 ,IFSC CODE-SBIN0000449.

7 .PERFORMANCE SECURITY (shall be treated as SECURITY DEPOSIT):

THE PERFORMANCE SECURITY/SECURITY DEPOSIT SHALL REMAIN VALID FOR AT LEAST 3 MONTHS AFTER THE COMPLETION OF SUPPLY AND MATERIAL ACCEPTANCE AT CONSIGNEE END. PERFORMANCE SECURITY/SECURITY DEPOSIT WILL BE RELEASED WITHIN 30 DAYS AFTER THE COMPLETION OF SUPPLY AND MATERIAL ACCEPTANCE AT CONSIGNEE END AND RECEIPT OF CONFIRMATION OF PERFORMANCE BANK GUARANTEE IF APPLICABLE

NOTE: 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

DEFINITION OF OEM/OES/OPM WILL BE AS BELOW AS PER COAL INDIA

LIMITED'S PURCHASE MANUAL,2025 .

The definition of OEM, OES, OPM are as mentioned below:-

OEM: Means, Original Equipment Manufacturer.

OES: Means, the authorized supplier of Original Equipment Manufacturer. Only those firms who have the current authorization and / or technical collaboration of OEM for supply of their equipment and giving technical services would be treated as OES.

OPM – Means, Original Parts Manufacturer falling under the following categories:

1. The original manufacturers of assemblies, sub-assemblies or components of the original equipment.
2. The original manufacturers of spares parts/ items of assemblies, sub-assemblies or components of the original equipment.

If any other bidder claims to be OPM, he has to submit self-certified copy of Purchase Order in support of proof of having supplied to OEM or copy of an agreement of the OEM with OPM for the tendered items.

DOCUMENTS TO BE SUBMITTED ALONG WITH BID.

Annexure – A: Format for Letter of Bid.

Annexure – B: Undertaking to Be Submitted By the Indian Agents of Indigenous Manufacturers.

Annexure – C: Lowest Price Certificate

Annexure – D: Price Fall Clause

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

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,

1. 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.
2. We confirm to accept all terms and conditions contained in the tender document unconditionally.
3. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any bid you may receive.
5. We confirm that the contents of the offer are given after fully understanding and all information

n furnished by us are correct and true and complete in every respect.

6. We confirm that all information/ documents / credentials submitted along with the tender are genuine, authentic, true and valid.
7. 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:

1. This letter should be on the letterhead of the Bidder and should be signed by the bidder.
2. In case the bidder who has signed the LOB is the DSC holder, no additional documents are required.
3. In case the bidder who has signed LOB is not the DSC holder, then the authorization on non-judicial stamp paper duly notarized as per format mentioned on next page by the person signing the LOB i.e. the bidder, in favour of person bidding online i.e. DSC holder, is required to be uploaded along with this Letter of Bid.

ANNEXURE - B

UNDERTAKING TO BE SUBMITTED BY THE INDIAN AGENTS OF INDIGENOUS MANUFACTURERS

(to be typed on the Indian agent's letter head)

To

STAFF OFFICER (MM)

South Eastern Coalfields Ltd, BAIKUNTHPUR

Dear Sir.

Against the Tender no: _____, we have quoted as the authorized dealer / Indian Agent of M/s. _____ who is the manufacturer of the offered products. We confirm that we will be responsible for all the contractual obligations including the quality aspects, replacement of parts / items, warranty / guarantee obligations and also provide the after sales and services.

We have submitted the following documents.

1. Tender specific authorization from the Principal including the specific confirmations as required as per the terms of the NIT.
2. Self attested copies of the Manufacturing credentials of the Principal to establish the principal is

the manufacturer of the offered items.

3. The self attested copy of the documents to prove that our business entity is existence for 3years on the date of tender opening.

Signature of Authorized Dealer / Indian Agent

Name:

Designation:

E-mail-id:

Date:

Seal of the firm

ANNEXURE - C

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 Subsidiaries or other PSU or any other private organization

Signature of Bidder

Date:

Seal of the firm

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ANNEXURE-D

PRICE FALL CLAUSE

PRICE FALL CLAUSE : The Bidder undertakes that it has not offered to supply/ supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract

tract and if it is found at any stage that same or similar product / systems or sub system s was supplied by the bidder 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 at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

- i) The currency of contract will mean the period till completion of supply.

The bidder will be asked to submit a copy of the last (latest) purchase order for the similar/ordered item(s) received by them from any Organization / Ministry / Department of the Govt, of India Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.

ii) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar/ordered item(s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract

ANNEXURE - E

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 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.

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

Name & Signature of Bidder

Designation

Date: Seal of the firm.

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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---