

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-05-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-05-2026 17:30:00
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	4
वस्तु श्रेणी /Item Category	Portable OT Light (V2) (Q2) , Volumetric Infusion Pump (Q2) , CTG Machine (V2) (Q2)
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	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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	Volumetric Infusion Pump
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	477933.5
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

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 खरीद वरीयता/MSE Purchase Preference

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

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. 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.
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	149992.5	Portable Ot Light (v2)	1
Schedule 2	107940	Volumetric Infusion Pump	2
Schedule 3	220001	Ctg Machine (v2)	1

Portable OT Light (V2) (1 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)
GENERAL	Product Name	Portable OT Light
PRODUCT INFORMATION	Type of Portable OT Light	Single Dome
	Light Emission of OT Light	LED
	Type of Lamp head	Single non winged round shape lamp head
	Minimum diameter of lamp Head with tolerance of ± 20 (in mm)	500 mm
	Material of Head Lamp	ABS / Aluminium / Poly Carbonate
	Minimum Light Intensity in Luminous at 1 meter distance	?160000 Or higher
	Colour Temperature in Kelvin (In between)	3500 to 5000 K
	Minimum Life Span of LED (in hours)	50000, 60000 Or higher
	Illuminated field diameter (in mm)	150 to 300 mm or better
	Colour rendering index (CRI)	95, 96, 98 Or higher
	Availability of control panels on the light assembly for adjustment of light intensity, illuminated area and for switching on and off, focusing , colour temp , etc	Yes
	Type of Control Panel	Manual
	Light head should be so constructed as to provided optimum conditions for laminar flow	Yes
	User selectable intensity variation with digital display	30 to 100% in minimum 5 or more steps
	Avaliability of back light or ENDO mode to allow appropriate visibility of the screen	Yes
Lamp head should have sterilizable handle at the center of the lamp head	Yes	

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Depth of illumination of OT Light (in cms)	100 to 140 cm or more
	Power Supply	220-240 V, 50 Hz Single Phase
	Rechargeable battery (as part of mobile OT Light) provided	Yes
	Battery backup	1 hour, 2 hour Or higher
	Availability of ON/OFF switch	Yes
	Lens of the domes should be interchangeable and removable, the glass should be scratch proof to optimize light penetration	Yes
	OT light should be provided with drip free spring arms for easy maneuverability, total lateral viewing of the patient	Yes
	Ergonomic or user friendly handle to be provided	Yes
	Mounting Type	Floor Mounted on mobile stand
	Caster with Brakes	4
CERTIFICATIONS	Compliance to Medical Device Rules (MDR) 2017 as amended till date	Yes
	Availability of Medical Device license/ Registration for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date	Yes
	Certification for manufacturing unit	ISO:13485 (Latest)
	Availability of Test Report for each supplied batch/product as per Medical Device Rule (MDR) 2017 as amended till date	Yes
	Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission or along with supplies as per buyer requirement	Yes
	Electrical Safety Compliance Standard	IEC 60601 or BIS Equivalent

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
WARRANTY	Warranty in years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	5.0 (year)

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	Saroj Kumar	484440,DEPOT OFFICER ,REGIONAL STORE, BIJURI , HASDEO AREA,SECL (Mobile No.- 9425533569)	1	45

Volumetric Infusion Pump (2 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)
GENERAL	Product Description	Volumetric Infusion Pump
PRODUCT INFORMATION	Programmable and Microprocessor controlled	Yes
	Operating Modes	Flow Rate Mode, Volume and Time, Rate and Time, Weight Mode, Sequence Mode, Ramp up/down mode
	Infusion Rate	0.1 - 1500 ml/hr or more Or higher
	Flowrate Increment in ml/hr	0.1 ml/hr
	Open system which accepts all infusion set	Yes
	KVO Rate	0.1 to 5.0 ml/h adjustable, step 0.1ml/h
	Purge and Auto Bolus flow rate	0.1 to 1000 ml/hour or higher
	Bolus Volume in ml	0.1 - 5 ml in 0.1 ml increments (auto bolus)
	Minimum Display Size in inches	3 or more Or higher
	Pole clamp: Multi-function mounting clamp	Yes

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
CERTIFICATIONS	Compliance to Medical Device Rules (MDR) 2017 as amended till date	Yes
	Availability of valid Medical Device license for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date	Yes
WARRANTY	Warranty in Years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	5 Or higher (year)

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	Saroj Kumar	484440,DEPOT OFFICER ,REGIONAL STORE, BIJURI , HASDEO AREA,SECL (Mobile No.- 9425533569)	2	45

CTG Machine (V2) (1 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)
GENERAL	Product Description	CTG Machine
PRODUCT INFORMATION	With advanced digital signal processing	Yes
	Facility of twin monitoring	Yes
	Display of FHR upto twins, FHR1, FHR2 and Toco	Yes

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Heart rate offset mode to visually distinguish between the heartrates of twins with ability to offset the secondary FHR by atleast 20bpm	Yes
	In-built / Separate Acoustic Stimulator with a separate marker on the graph for acoustic stimulators	Yes
	Pulse Doppler transducer frequency (MHz)	?1.5 MHz
	Pulse Doppler with number of elements/crystal design for better sensitivity	10 to 12
	Fetal Heart Rate measurements Range (BPM)	30 to 240 bpm
	FHR measurement tolerance (BPM)	+/-1 bpm
	High alarm range (bpm)	160 to 180 bpm
	Low alarm range (bpm)	90 to 120 bpm
	Auto timer for NST tracing	Yes
	Toco Transducer measurement range, (Units)	0 to 100
	Resolution for transducer measurement, (Units)	+/-1
	Computerized trace interpretation should be provided for antepartum monitoring of high risk pregnancies	Yes
	Digital display or waveform of Tabular/Graphical data of thepatient containing the details viz Patient Name, ID, date and timefor minium of 24 hours	Yes
	Suitable trolley with castor wheels, cover and locking facility with provision for parking the transducer etc	Yes
USER INTERFACE	Flat panel display, tiltable and foldable	Yes
	Touch screen display	Yes
	Display monitor size (inch)	11.1 - 12 Or higher
	Type of printer	High resolution Thermal printer

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Selectable Print speed for real time traces (cm/minute)	1 cm/minute
	Print media	Z folded Thermo sensitive paper
	Automatic Paper Feeding	Yes
	Machine should be compatible with connection for central monitoring	Wireless
ELECTRICAL REQUIREMENTS	Auto power off when machine is not in use	Yes
LIST OF ACCESSORIES	Number of FHR (Fetal Heart Rate) probe	2
	Number of Event Marker	1
	Number of Fetal Simulator	1
	Number of Probe belt	3
	Number of Ultrasound gel	10
	Number of Power Cable	1
CERTIFICATIONS	Compliance to Medical Device Rules (MDR) 2017 as amended till date	Yes
	Availability of valid Medical Device license for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date	Yes
WARRANTY	Warranty in Years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	5 Or higher (year)

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Saroj Kumar	484440,DEPOT OFFICER ,REGIONAL STORE, BIJURI , HASDEO AREA,SECL (Mobile No.- 9425533569)	1	45

Special terms and conditions-Version:1 effective from 30-08-2024 for category Portable OT Light (V2)

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of Medical Device license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.
6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.

10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee. They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent. In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. **Software:** All software updates should be provided free of cost during warranty period.

Special terms and conditions-Version:2 effective from 27-03-2026 for category Volumetric Infusion Pump

1. 1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of Medical Device license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.
6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of

equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.

9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. **Software:** All software updates should be provided free of cost during warranty period.

Special terms and conditions-Version:2 effective from 27-03-2026 for category CTG Machine (V2)

1. 1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of Medical Device license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.
6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful

completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.

7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. **Software:** All software updates should be provided free of cost during warranty period.

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. **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.

5. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

6. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

SECTION I- SPECIAL TERMS AND CONDITIONS (TECHNICAL)

Documents to be submitted by all Eligible bidders:

1. Proof of Manufacturing: (SSI/NSIC/DGS&D/DIC/ISO Certificate /MSME/ UDYAM) to be submitted by bidder along with offer.)
2. Bid Specific OEM Authorization (In case of Traders/Re-sellers)

3. Technical Specifications Documents – as per ATC

4. Documents to be submitted for Eligibility and Proven-ness criteria:

Bidder shall submit following documents to fulfil experience criteria with bid:

a. Copies of past Supply orders/Purchase orders/Contract document of last 5 years covering the tendered item and tendered capacity (i.e. same capacity or higher capacity) manufactured by the offered manufacturer, must have been supplied in India to mining industry and/or to the other Industries (Private or Government/ Public Sector Undertaking), and performed satisfactorily for a minimum period of 01 (one) year from the date of commissioning, as on bid opening date.

b. Copy of Proof of Delivery/Supply – like Tax Invoice/ Challan etc against the order copies as above.

c. In case, supplied item(s) covering the tendered capacity (i.e. same capacity or higher capacity) has performed satisfactorily for a period of minimum one year since commissioning as on bid opening date, but satisfactory performance report issued by end user is not available, bidder shall submit Self-Certificate (with bid) which shall mention following: “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”.

5. In case of Start-up/ MSE bidder offering their own make product {bidder is manufacturer of offered product(s)}, Experience criteria is relaxed subject to meeting the quality and specification (i.e. MSE/ Startup bidder must have technical capability to manufacture the offered products as per prescribed quality and technical specification). Note: Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises as per Govt guidelines. Bidders shall submit the following documents along with the bid: a. Relevant document(s) establishing the MSE/Start-up and manufacturing status (of offered product) shall be submitted with bid. [UDYOG Aadhar shall not be acceptable as valid proof of MSE] a. As per gazette notification no S.O. 4926(E) dated 18.10.22, in case of upward re-classification of MSE bidder, document (issued by Government authority/ Government agency) showing upward re-classification along with date of re-classification shall also be submitted (with offer) to claim MSE benefits. To avail MSE benefits date of upward reclassification shall be within three years from date of bid opening. b. MSE Firms claiming exemption from Experience Criteria, Firm shall submit the following documents to prove their Technical Capability and quality assurance: [Any of the following]

i. Certificate towards quality assurance and capability from authorities like NSIC, MSME {UDYAM Certificate is NOT acceptable as proof of quality assurance and capability}. If favorable technical capability report covering the quoted items is available, these technical capability report can be considered for granting relaxation to the criteria of prior experience provided date of such report is not prior to one year from the date of opening of bid {in such cases, bidder shall submit technical capability report (complete with addenda/annexures etc if any) with the offer. The technical capability report shall not be prior to one year from date of bid opening}.

ii. If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/ Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, self-certified, for relaxation from the criteria of prior experience and prior turnover:

1. valid BIS Marking License for the quoted items OR

2. Rate contract issued by CIL/its Subsidiary Companies for the quoted items OR

3. valid DGMS Approval certificate for the quoted items OR

4. Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.

Note: The document(s)/certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a self-certified copy of such document(s)/certificate(s) valid on the date of supply, must accompany their bill(s).

If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required.

iii. Duly filled ‘Proforma for Equipment and Quality Control’ along with relevant documents (mentioned in the ‘Proforma for Equipment and Quality Control’). The format/proforma for equipment and quality control is as follows-

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

-

Reference: CIL/Subsidiary Co.

Tender No.

Date

for supply of

1. Name and Address of the Firm

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

(b) Fax No. / E-mail ID

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

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

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

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

7. Process Flow Chart 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. no. 5 to 12 needs be restricted to the extent they pertain to the items under reference.

Delivery period - Scope of Delivery shall be including Installation and Commissioning. details as mentioned below:

No of Days Allowed for Supply of Equipment : 45 days,

No of days allowed for installation testing and commissioning at Central Hospital Manendragarh, SECL Hasdeo Area (after site readiness communicated to seller :15 days)

Guaranty/Warranty- This warranty shall remain valid for twelve (12) months from the date of Commissioning or 24 months from the date of receipt and acceptance of the equipment, whichever is earlier.

Delivery period - 45 days.

SECTION-II-ADDITIONAL TERMS & CONDITIONS (COMMERCIAL)

As per GeM GTC guidelines the participation by the Seller in e-bidding shall be construed as his/her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and Commercial terms of ATC. Submission of offer/participation by the seller will be treated as their unconditional acceptance to all terms & conditions outlined in the e-bidding including GTC/STC and commercial terms of ATC

1. INSTRUCTION TO BIDDERS:

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

- i. Declarations, certificates (wherever applicable) etc. required as per bid document.
- ii. MSE PREFERENCE: The bidder seeking MSE preference, must submit valid UDYAM certificate which shall remain valid for the entire period of finalization of tender. As per the latest directives of Govt. of India EM-Part II/ UAM/NSIC/DIC etc. registered bidders must mandatorily register on UDYAM portal and in line with the same, only UDYAM registration certificate valid on bid opening date is to be submitted for claiming MSE preference.
- iii. Copy of GST Registration certificate issued by appropriate authority of India, if applicable
- iv. Copy of exemption certificate towards GST (if claiming exemption) from practicing Chartered Accountant (CA) to the effect that bidder is fulfilling all conditions prescribed in notification to make him exempted from registration. If applicable.
- v. In case Banned/Delisted/Debarred/Put on Holiday by any organization, necessary details/documents to be submitted, if applicable.
- vi. Other documents required as per bid/to be submitted by the bidder, if any.

2. EVALUATION OF BID/ SHORT FALL DOCUMENTS:

- i. All the offers will first be scrutinized to see whether they meet the basic requirements as incorporated in the bid document.
- ii. Purchaser will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/ confirmation, if any.
- iii. After evaluation of the uploaded documents, shortfall/clarification documents, if required, shall be sought from all the bidders. **For shortfall/ clarification only 01 (ONE) chance will be given. The time period for reply to the clarification will be for 7(SEVEN) days only.** Non receipt of communication

n from GeM will not be accepted as a reason of non- submission of documents within prescribed time. The bidders will upload and submit the requested documents, if any, within the specified period.

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

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

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

4. SUBMISSION OF BILLS: Upon dispatch of the Goods to the consignee, the supplier shall notify the Ultimate Consignee and deliver the following documents at the time of arrival of goods at consignee end:

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

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

c. Manufacturer's Test & Inspection certificate, if applicable.

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

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

5. PRICE:

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

b. Prices quoted must be Without Undue profiteering

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

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

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

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

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

6. PAYMENT TERMS:

CAPITAL ITEMS:

For supply of P&M and equipment, for which the responsibility for installation and commissioning lies with the supplier,

a) Payment of 80% of the value of equipment along with 100% of Freight charges, transit insurance charges, other charges and 100% taxes and duties but excluding erection and commissioning charges (if any) including GST, may be released within 21 days after delivery & acceptance of the same by the consignee.

b) Balance payment of 20% of the value of equipment along with erection and commissioning charges (if any) including GST shall be released within 21 days after successful commissioning of the plant & machinery/equipment. After successful commissioning, a commissioning certificate shall immediately be submitted by the Area concerned duly vetted by the Area Quality Manager to the paying authority.

NOTE FOR PAYING AUTHORITY: The Local content certificate for all contracts having value 10crs and above, duly certified by CA/cost auditor (as applicable in the policy), submitted and accepted by consignee along with bills needs to be validated (UDIN verification for 10 crs and above) by the paying authority for compliance of MII policy and subsequent amendments, if any. Further as per MII policy, in case the contract or/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty up to of 10% of the contract value shall be imposed. For this purpose, the Class of Local supplier in Order shall be checked with the Class of Local supplier in Local content certificate submitted along with bill.

7. LIQUIDATED DAMAGES CLAUSE: The bidders will confirm their acceptance of the following:

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

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

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

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

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

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

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

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

h) **DENIAL CLAUSE** (over and above levy of LD): In case of extension of delivery period, any increase in statutory duties and/or upward rise in prices due to price variation clause and/or exchange rate variation clause, is to be borne by the seller during the extended delivery period, while purchaser reserves its right to get any benefit of downward revisions in statutory duties, PVC and exchange rate variation. Regarding increase in statutory taxes and duties during the extended period, the same may be admissible provided the buyer gets 100% input tax credit for those taxes and duties; otherwise increase in taxes and duties are not to be paid to the seller. However, decrease in statutory taxes and duties is to be availed by the buyer.

LIQUIDATED DAMAGES on Erection & Commissioning: LD/ Penalty, if any, for delay in erection/ commissioning may be levied on the supplier at 0.5% (half percent) for each week or part thereof subject to a maximum of 10% of the landed value of the particular equipment (including taxes and duties) which the contractor has failed to commission (due to the reasons attributable to the contractor). Note - However, no LD for del

ay in erection/ commissioning shall be deducted if the contractor completes the erection and commissioning within the total period which is the sum of the Delivery period for supply plus the erection and commissioning period.

8 .PAYING AUTHORITY: Area Finance Manager, SECL Hasdeo Area. (Regularization of payment on GeM portal shall be done as per provision of GeM by Paying authority)

9. BANNED OR DELISTED OR DEBARRED OR ‘PUT ON HOLIDAY SUPPLIERS:

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

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

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

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

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

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

We further undertake that if at a later stage it is found that the above provided information is found to be false/ misleading/ incomplete our offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident management policy may be taken against us.

Date

Signature of Bidder

Seal of the Firm

Further if at a later stage it is found that the above provided information is false/ misleading/ incomplete their offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident management policy may be taken against them.

10. PRICE FALL CLAUSE:

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

In case of parallel Rate / Running Contracts, if the price of a product is reduced for any supplier due to invocation of 'Price Fall clause' or any other reason, the same lower price shall also be applicable for the other suppliers who are having parallel RCs against the same tender. If any parallel RC holder does not accept the lower price, CIL/SECL shall have the right to delete the item from the scope of RC of such firm and procure the same from other existing supplier / Reserve RC holders.

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

- i) Export/Deemed Export by the supplier.
- ii) Sale of goods or services as original equipment prices lower than the price charged for normal replacement.
- iii) Sale of goods such as drugs, which have expiry date.
- iv) Sale of goods or services at lower price
 - a) on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts
 - b) Under any previous contracts entered into with the Central or State Government Departments, including new undertakings (excluding joint sector companies and or private parties) and bodies.

Note -

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

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

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

Certificate			
"It is hereby certified that, We..... (Name of the Firm), have received the following last latest purchase/supply order (copy enclosed) for the tendered / similar item(s) from any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other Private Organization."			
Tendered Item S/n	Contract Item S/n	Latest Contract/Supply order No and date	Name of the order placing Organization
All supply order copies as above are enclosed			

- a. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal Ind

ia Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.

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

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

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

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

11. In compliance to Restriction under rule 144(xi) of the General Financial Rules (GFRs),2017 and Order No. F.7/10/2021-PPD(1) Dt 23.02.2023, Ministry of Finance, regarding restriction of Public Procurement from certain countries, Submission of offer shall be considered as acceptance by the bidder that:

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

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

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

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

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

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

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

b. Certificate-2 Model additional certificate by Bidders in the cases of specified ToT:The bidder (as defined in the above order) upon submission of their offer undertakes that they have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement and upon submission of their offer undertakes that they do not have any ToT arrangement requiring registration with the competent authority.

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

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

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

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

12. TERMINATION OF CONTRACT FOR DEFAULT

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

- i) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- ii) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.

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

- a) the Security Deposit is to be forfeited;
- b) the purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable to the purchaser for any excess cost for such similar goods or services and for all other available actions against it in terms of the contract.
- c) however, the supplier shall continue to perform the contract to the extent not terminated.

13. TERMINATION OF CONTRACT FOR CONVENIENCE

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

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

- i) to have any portion completed and delivered at the Contract terms and prices; and/or
- ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

14. PENAL PROVISIONS:

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

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

15. GRIEVANCES AND ITS REDRESSAL:

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

1. Any supplier, contractor, or consultant that claims to have suffered or is likely to suffer loss or injury as a result of a decision/ action/ omission of CIL or its Subsidiary, may make an application for its review within a period of Five (5) days from its date, to the Tender

Inviting Authority (TIA) / Buyer, specifying the ground(s) and the relevant clauses of the tender document. Unsuccessful Bidders may seek de-briefing regarding the rejection of their bid, in writing or electronically, within Five (5) days of the declaration of techno commercial or financial evaluation results.

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

- a. Only a bidder who has participated in the concerned procurement process, i.e., pre-qualification, bidd

er registration or bidding, as the case may be, can make such representation.

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

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

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

1. Determination of the need for procurement2. Selection of the mode of procurement or tendering system;
3. Choice of selection procedure;
4. Complaints against specifications except under the premise that they are either vague or too specific to limit competition may be permissible.
5. Provisions limiting the participation of bidders in the procurement process in terms of government policies.
6. Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
7. The decision to enter into negotiations with the L1 bidder;
8. Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
9. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed; all such issues should be highlighted before the vendor / contractor consummates the contract.

16.SETTLEMENT OF DISPUTES THROUGH COURT OF LAW OF COMPETENT JURISDICTION

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

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

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

d) Following shall be considered as part of contract, *"The resultant contract will be interpreted under Indian Laws. The Courts in whose territorial jurisdiction the place from where contract is being issued is located i.e. Bilaspur (CHHATTISGARH) shall be competent to deal with any matter arising out of this Purchase Order/Contract."*

e) In case of contract with a Public Sector Enterprise or Govt. Departments, the following Arbitration Clause shall be considered part of contract "Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) in the Department of Public Enterprises:

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

17. In compliance to Gazette Notification issued vide 4414 Dt. 02/11/18, South Eastern Coalfields Limited

(SECL) have onboarded on TReDS platforms vide following details to facilitate payment to MSME Vendors through TReDS platform:

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

In this regard, all MSE vendors of South Eastern Coalfields Limited (who haven't onboarded on TReDS till date) are once again requested to onboard on the TReDS platform by registering themselves on above platforms for availing the benefits of TReDS platform For BG-The EMD/SD shall be submitted in original to the Area Purchase Cell, SECL Hasdeo Area

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

8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents 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---