

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-05-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	30-05-2026 13:30:00
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	Sec1 Bilaspur Chhattisgarh
कुल मात्रा/Total Quantity	12
वस्तु श्रेणी /Item Category	Vishwa Make Belt conveyor 1000mm Discharge drum , Vishwa Make Belt conveyor 1000mm HT-snub drum , VISHWA Industrial Company Limited Make Conveyor Deflector drum , VISHWA MAKE 1000MM BELT CONVEYOR SPARES TAIL DRUM
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	VISHWA Industrial Company Limited Make Conveyor Tail drum
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Helical Gear Box (V2)
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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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
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
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Vishwa Make Belt conveyor 1000mm Discharge drum
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	2883300
Payment Timelines	Payments shall be made to the Seller within 21 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	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

एडवाइजरी बैंक/Advisory Bank	AXIS BANK LTD
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	23106
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	8167
Schedule 3 ईएमडी राशि/EMD Amount (In INR)	8167
Schedule 4 ईएमडी राशि/EMD Amount (In INR)	18224

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).	4

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

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

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

लाभार्थी /Beneficiary :

Staff Officer (Material Management)
SECL Bilaspur Chhattisgarh, COAL INDIA LIMITED, South Eastern Coalfields Limited, Ministry of Coal
(Secl Hasdeo Area)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)
---	---

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं 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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
[OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. 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.

5. 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.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / **Evaluation Method** (Item Wise Evaluation Method)

Contract will be awarded schedule wise 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	1155325	Vishwa Make Belt Conveyor 1000mm Discharge Drum	3
Schedule 2	408363	Vishwa Make Belt Conveyor 1000mm Ht- snub Drum	3
Schedule 3	408363	Vishwa Industrial Company Limited Make Conveyor Deflector Drum	3
Schedule 4	911249	Vishwa Make 1000mm Belt Conveyor Spares Tail Drum	3

Vishwa Make Belt Conveyor 1000mm Discharge Drum (3 Unit)

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

तकनीकी विशिष्टियाँ /**Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
--	--------------------------

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

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)	3	60

Vishwa Make Belt Conveyor 1000mm HT-snub Drum (3 Unit)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
---	--------------------------

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

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)	3	60

VISHWA Industrial Company Limited Make Conveyor Deflector Drum (3 Unit)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
---	--------------------------

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

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	Saroj Kumar	484440,DEPOT OFFICER ,REGIONAL STORE, BIJURI , HASDEO AREA,SECL (Mobile No.- 9425533569)	3	60

VISHWA MAKE 100MM BELT CONVEYOR SPARES TAIL DRUM (3 Unit)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
---	--------------------------

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Saroj Kumar	484440,DEPOT OFFICER ,REGIONAL STORE, BIJURI , HASDEO AREA,SECL (Mobile No.- 9425533569)	3	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. 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:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- 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:

- The Seller fails to comply with any material term of the Contract.
- 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.
- 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.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the Seller.
- 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) : Only supply of Goods

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

SECTION I- SPECIAL TERMS AND CONDITIONS (TECHNICAL

ATC/Eligibility Criteria UGMM Spares - Open Tender:

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. Bidder shall submit a **fitment certificate** along with the bid, mentioning the following:
“It is to certify that the offered parts and its sub-parts are exact replacement of original parts and fully interchangeable to the original parts and will fit and function on the equipment for which these are intended for without any modification”.
3. Bid Specific OEM Authorization (In case of Traders/Re-sellers)
4. Technical Specifications Documents - Acceptance of Technical Specifications in the bidders letterhead as per enclosed technical specifications.
5. Documents to be submitted against Eligibility and Proven-ness criteria:
 - A. In case of OEM: Means, Original Equipment Manufacturer.
 - a. If bidder is OEM than bidder shall submit self-certificate showing that bidder is OEM i.e. M/s Vishwa Industrial Company Limited
 - B. In case of OES: Means, the authorized supplier of Original Equipment Manufacturer. Only those firms who have the current authorization and/or technical collaboration with OEM for supply of their equipment and giving technical services would be treated as OES.
 - a. If bidder claims to be OES, Bidder should upload tender specific authorization of OEM and the OEM firm shall provide declaration for the followings:
 - i. We will accept the responsibility for the satisfactory execution of orders placed on our authorized agent including warranty/ guarantee obligations.
 - ii. Wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.
 - iii. The authorized agent's price will not exceed that which the manufacturer would have quoted.
 - C. In case of OPM: Means, Original Parts Manufacturer falling under the following categories: 1. The original manufacturers of assemblies, sub-assemblies or component of the original equipment. 2. The original manufacturers of spare parts / items of assemblies, sub-assemblies or component of the original equipment.
 - a. Bidder shall 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.
 - D. In case of Proven Sources: Bidder shall submit following documents to fulfil experience criteria with bid.
 - a. Copies of past Supply orders/Purchase orders/Contract document 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 supply order submitted by the firm.
- c. Copy of Satisfactory Performance Report issued by the user organization/ Employer for a minimum period of 01 (one) year from the date of commissioning, as on bid opening date.

Note:

As per experience criteria clause, performance of only those item(s) would be considered which have been commissioned one (01) year prior to the date of opening of bid but not prior to five (05) years from the date of opening of bid. Bidders are advised to submit complete set of supply orders including documents like technical particulars, amendments/corrigendum (if any). In case purchase order copies submitted by the bidder(s) are older than five (05) years from the date of bid opening, but the supplied items (same capacity or higher capacity) are commissioned not prior to five (05) years from the date of opening of bid, bidder shall also submit additional documents in order to establish that the item(s) supplied against uploaded Purchase/supply order is commissioned not prior to (within) five (05) years from the date of opening of bid (wherever required). The responsibility of additional supporting documents (wherever required) to establish that the item is commissioned not prior to (within) five years from the date of bid opening lies with the bidder. For supply made to SECL, commissioning report (wherever required) can be asked directly from end user(s) against the submitted supply order(s).

- d. 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) along with Proof of Payment 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”.

- e. In case bidder is submitting Self-Certificate for satisfactory performance, bidder shall also submit proof of payment against the submitted supply orders as well as commissioning report/certificate against the submitted supply order for the item(s) against which bidder is claiming fulfilment of experience criteria. Any of the following documents shall serve the purpose of “**proof of payment**”:
 - i. Self-attested copy (ies) of invoice (s) along with self-attested copy (ies) of Bank Statement(s) or relevant pages of the Passbook.

- ii. Self-attested copy (ies) of Payment certificate (s) issued by the Purchaser or its Paying Authority.
- iii. Self-attested copy (ies) of GST TDS certificate (s) for the supply along with self-attested copy(ies) of invoice (s), where applicable.
- iv. Self-attested copy of the Certificate issued by practicing Chartered or Cost Accountant giving the details of the invoice(s).
- v. A Document issued by purchaser/ purchaser's paying authority/ purchaser's finance/ purchaser's accounts department/user showing amount paid or amount to be paid or executed value of supply or executed value of work. [note: document issued by consignee/stores showing value of order/work done/ amount will not be accepted against proof of payment]
- vi. Buyer reserves the right to obtain the performance directly from the end user of the item/product. Further, for supply made to SECL, performance report will be asked directly from end user against the submitted supply order(s). However, performance of only those equipment will be considered which will comply the criteria of the similar items.

E. 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).

Note1.: Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises as per Govt guidelines.

Note 2: If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor.

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]
- b. 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.
- c. 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) a valid BIS Marking License for the quoted items OR
 - 2) Rate contract issued by CIL/its Subsidiary Companies for the quoted items OR
 - 3) a 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

(To be submitted by the Startups / MSE firms who claim the relaxation of the prior turnover and prior experience criteria as per bid for capability assessment)

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 Details and stocks of raw materials held.
8. Capacity of items quoted for with the existing plants and machinery
 - (a) Normal
 - (b) Maximum
9. Details of arrangements for quality control products such as laboratories etc.
10. (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.
11. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

(Signature of Tenderer)

NOTE: Details against Sl nos. 5 to 11 inclusive need be restricted to the extent they pertain to the items under reference.

6. Warranty:

- a. The Seller (supplier) warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The seller further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the seller that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.
 - b. This warranty shall remain valid for eighteen (18) months from the date of receipt and acceptance of material at consignee's end or twelve (12) months from the date of its use/fitment/commissioning, whichever is earlier. The Purchaser (Buyer) shall promptly notify the seller in writing of any claims arising under this warranty. The seller shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The seller shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter. If the seller, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the seller's/Supplier's risk and expense and without prejudice to any other rights which the Purchaser (Buyer) may have against the Supplier under the Contract.
 - c. OEM Warranty certificate (complying ATC clause number 'a,b' as above) must be submitted by successful bidder at the time of delivery of Goods.
7. Inspection: Third party inspection shall not applicable however final inspection shall be done at consignee end before acceptance of goods.

Delivery period -60 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. EMD: Offers of the firms submitted without EMD (for non-exempted bidders) as demanded shall be summarily rejected.
 - a. The bidder seeking EMD exemption, must submit the valid supporting document as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
 - b. For purpose of EMD exemption, by submission of valid Startup certificate, bidder undertakes that their turnover has not exceeded financial limit prescribed in the startup certificate in any of the previous financial years since inception. The bidder shall specifically inform if the turnover has exceeded financial limit prescribed in the startup certificate in the any of the previous financial years since inception.
 - c. For purpose of EMD exemption in case of BIS registered bidders (OEM's), in case of item wise evaluation on the EMD is item wise and bidder shall submit the BIS addendum/correspondence documents showing validity and coverage of offered item in BIS, as it is essential information the same shall be required for decision for acceptance/rejection of EMD. Traders/Resellers are excluded from the purview of this benefit.

It is noted that above clauses of EMD exemption are in line with GeM GTC giving the detailed methodology of evaluation and shall remain final along with any updates in GeM GTC.

EMD shall be accepted in the form of Bank Guarantee (including e-bank guarantee) from any of the RBI Scheduled Commercial banks or payment online (RTGS / NEFT / IMPS / other digital modes) in an acceptable form. Submission of any other form of EMD shall not be acceptable.

Bank details for EMD submission:

NAME OF BENEFICIARY- South Eastern Coalfields Limited, Hasdeo Area

ACCOUNT NO. 914020051443481

IFSC CODE - UTIB0001074

BANK NAME : Axis Bank Limited

AXIS BANK MANENDRAGARH, UTIB0001074

Branch address- M.C.B. DISTRICT, CHATTISGARH -497442

- iii. Any Central/State Government Organization/PSU shall be exempted towards submission of EMD.

OEMs/OES or their authorized agents participating in Open/ Limited tenders for procurement of spare parts of their equipment are exempted from submission of EMD in case of tenders for supply of spares only.

- iv. Scanned copy of EMD required to be submitted by bidders in the form of Bank Guarantee on GeM portal in the prescribed format shall be uploaded by seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 days from bid opening date. (Copy of SFMS by issuing bank should also be submitted along with hard copy of the Bank Guarantee)

- v. 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.

- vi. Copy of GST Registration certificate issued by appropriate authority of India, if applicable

vii. 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.

viii. In case Banned/Delisted/Debarred/Put on Holiday by any organization, necessary details/documents to be submitted, if applicable.

ix. Other documents required as per bid/to be submitted by the bidder, if any.

2. LOCAL CONTENT CERTIFICATION AS PER MAKE IN INDIA POLICY:

The rules regarding Preference to Make in India and calculation of local content etc shall be as per latest rules/amendment of Government of India vide no P-45021/2/2017-PP- (BE-II)- Part 4 Vol II dated 19.07.2024 issued by Department for promotion of Industry and Internal Trade (DPIIT) and subsequent amendments if any.

Certificate to be provided for percentage of Local Content in line with ATC clauses and reference formats provided for purchase preference and eligibility in line with the Latest revision to the Public Procurement (Preference to Make in India) Order notified vide OM No. P-45021/2/2017- PP (BE-II)-Part(4)Vol.II issued by DPIIT, dated 19.07.2024 shall be provided from the OEM of the offered item.

CERTIFICATE TOWARDS LOCAL CONTENT

(To be submitted FROM OEM of offered product)

Bid No. and Date

We do hereby certify that the product/products offered against the tender are manufactured at our factory situated at & that the items offered have a local content of %of the total value as prescribed by the competent Ministries/Departments in pursuance to the Public Procurement (Preference to Make in India) Order OM No. P- 45021/2/2017-PP (BE-II)-Part(4)V ol.II issued by DPIIT, dated 19.07.2024 and subsequent amendments..

The offered products meets the minimum local content criteria for Class- Local Supplier in pursuance to the Public Procurement (Preference to Make in India) Order and subsequent amendments.

Address of Location/Factory where local value is added

Authorized Signatory of OEM

Date:

Seal of the firm

I/We ____ (Name of the auditor) ____ are statutory/cost auditor of ____ (Name of the OEM) ____ and are authorized to submit the above certification as per MII Policy.

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

UDIN No. _____

NOTE:

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

1. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/ EPC/ Turnkey Contracts/ Services tenders
2. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted (For primary product in case of bunch bids with total value wise evaluation)
3. For contracts involving multiple items, weighted average of all items to be taken while calculating local content.

3. VERIFICATION OF LOCAL CONTENT

- a. The bidder shall submit self certificate for local content in the quoted item at the time of tendering. In cases of procurement for a value in excess of Rs. 10 crores, the Class-I local supplier/ 'Class-II local suppl

ier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

b. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant within 21 days after completion of the contract. In case the contractor/ 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 upto 10% of the contract value may be imposed.

c. However, contract once awarded shall not be terminated on this account.

Ensuring submission of valid and authentic documents will be sole responsibility of the bidder.

CIL / Subsidiary Companies may constitute committees with internal and external experts for independent verification of self-certificates / auditor's / accountant's certificates on random basis and in the case of complaints. A fee of Rs 2 Lakh or 1 % of the value of the locally supplied products, services or works being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, is to be submitted along with the complaint by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld in part or full, deposited fee of the complainant will be refunded without any interest

iv. 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. False declarations will attract banning of business of the bidder or its successor(s) for a period of up to two years as per Clause - 6.13 of CIL Purchase manual-2nd Edition 2025 or suitable penal action as per provisions of GeM Incident Management Policy , along with such other actions as may be permissible under the law.

The CIL purchase manual -2nd Edition 2025 is available on <https://www.coalindia.in/info-bank/manuals/>

4. 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 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.

5. 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.

6. 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. Local content certificate as per MII policy, duly certified by CA/statutory or cost auditor as applicable,

as mentioned in commercial ATC clause (in case of contracts having value above 10 crores only). The certificate shall be for complete contract (irrespective of supplies to be done in single or multiple consignments) and date of certification shall be after the date of contract. NOTE: False certifications shall be dealt as per provisions of MII policy

- c. Manufacturer's/Supplier's warranty/guarantee certificate.
- d. Manufacturer's Test & Inspection certificate, if applicable.
- e. Lowest Price Certificate
- f. 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.

7. 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.

8. PAYMENT TERMS:

REVENUE ITEMS: For supply of spare parts and all other consumable items etc. (other than capital equipment), 100% payment shall be released within 21 days after receipt and acceptance of the goods at the consignee's end or submission of bills by the supplier along with all requisite documents as per provisions of Purchase order/ contract, whichever is later.

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.

9. 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.

9.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 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.

10 .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)

11. PERFORMANCE SECURITY /E-PBG as indicated in bid document shall be treated as SECURITY DEPOSIT: To be submitted directly to Buyer in Original

The Performance Security/Security Deposit equivalent to **five per cent (5%)** of total landed value of contract (including all taxes, duties and other costs and charges), shall remain valid for at least 60 days after the completion of scope of supply and material acceptance at consignee end.

The Security Deposit shall be deposited through RTGS / NEFT / IMPS / other digital modes or in the form of a Bank Guarantee (including e-bank guarantee) as per format as below or as per GeM format, issued/ confirmed from any of the RBI Scheduled Commercial banks in India in purchaser's country (on a non-judicial stamp paper) within 15 days from placement of order.

In case of equipment, SDBG shall not be individual equipment wise. However, multiple BankGuarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 5% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.

The SDBG shall remain valid up to 60 Days beyond the scheduled delivery period in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 60 Days after the supply and commissioning of all the equipment covered in the contract.

Security Deposit will be released with the approval of Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract.

If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of placement of Order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within the extended security deposit submission period i.e. within 30 days from date of placement of Order, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

In cases where the supplier does not submit the Security Deposit (SD) in time, the SD amount will be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full SD amount is deducted.

In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of placement of Order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 5% of the contract value.

If the bidder fails to furnish the Security Deposit within the original stipulated Delivery period/ extended delivery period, as the case may be contract / Purchase order shall be cancelled after forfeiture of EMD and risk purchase may be initiated as per clause 19.19. of CIL Purchase Manual updated 2025 - 2nd edition or penal action as per GeM IM policy shall be taken.

Date of creation of BG/ initial SFMS (760 COV) whichever is later shall be treated as date of receipt for BG's duly accepted and in custody of SECL even in case of extension/amendments if any. However physical BG has to be received to the purchasing authority within 15 days of such creation of BG/ initial SFMS (760 COV).

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.

12. The BG will be submitted through Structured Financial Management System (SFMS).

The original Bank Guarantee in paper form should be sent to the beneficiary . The covering/forwarding letter of the bank/supplier for the Bank Guarantee shall invariably contain the following details:

FORMAT FOR SD BANK GUARANTEE

Issuing Bank, Branch and Address	i	Name of Bank	
	ii	Issuing Bank Branch IFSC	
	iii	Issuing Bank Address	
	iv	Contact No (Mobile No) of Issuing bank MANDATORY FIELD	

	v	Email ID of issuing bank (For invocation/written claim) MANDATORY FIELD
--	---	---

SOUTH EASTERN COALFIELDS LIMITED

Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no.dated....
between (Name of Purchaser Company) and.....(Name of Supplier Company) {applicabl
 e for subsidiary contracts/Purchase Orders}

Messers.....a Company / Firm having its office at No.....
 (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide n
 o.....dated. (hereinafter called 'the

said agreement') with Coal India Limited, Kolkata on behalf of / Purchaser Company (Name of the co
 ncerned subsidiary Company) (hereinafter called 'the Company') to supply..... stores/material
 s amounting to Rs..... on the terms and conditions contained in the said Agreement.

The..... (Name of the Bank) (hereinafter called 'the Bank') having its Office at.....
has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We(Name of the Bank) do hereby unconditionally agree with the Company t
 hat if the Contractor shall in any way fail to observe or perform the terms and condition of the said agr
 eement or shall commit any breach of its obligations thereunder, the Bank shall on demand and witho
 ut any objection or demur pay to the Company, the said sum of Rs. or any portion thereof without re
 quiring the company to have recourse to any legal remedy that may be available to it to compel the B
 ank to pay the same or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as r
 egards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withh
 old payment on the ground that the contractor has disputed its liability to pay or has disputed the qua
 ntum of the amount or that any arbitration proceeding or legal proceeding is pending between the Co
 mpany and the contractor regarding the claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall re
 main in full force and effect till the period that will be taken for the performance of the said agreement
 which is likely to be the day of. but if the period of agreement is extended either pursuant to the
 provisions in the said agreement or by mutual agreement between the contractor and the Company, t
 he Bank shall renew the period of the guarantee failing which it shall pay to the Company the said su
 m of Rs. , or such lesser amount out of the said sum of Rs.....as may be due to the Company and
 as the Company may demand. This guarantee shall remain in force until the dues of the Company in r
 espect of the said sum of Rs. are fully satisfied and the company certifies that the agreement has been
 fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the
 consent of the Bank and without affecting in any way the obligations hereunder to vary any of the ter
 ms and conditions of the said agreement or to extend the time for performance of the said agreement
 from time to time or to postpone for any time or from time to time any of the powers exercisable by th
 e Company against the contractor and to forbear to enforce any of the terms and conditions relating t
 o the said agreement and the Bank shall not be relieved from its liability by reason of such failure or e
 xtension being granted to the contractor or through any forbearance, act or omission on the part of th
 e Company or any indulgence by the Company to the contractor or any other matter or thing whatsoe
 ver which under the law relating to sureties would but for this provisions have the effect of relieving or
 discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extend
 ed by the Bank beyond the period specified above, the Bank shall pay to the Company the Said sum of
 Rs....,or such lesser sum as may then be due to the Company as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted t
 o Rs..... only. The guarantee shall remain in force till the day of20....and unless t
 he guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the
 claim period from the said date, all rights of the company under this guarantee shall cease and the Ba
 nk shall be released and discharged from all liability hereunder except as provided in the preceding cl

ause.

The Bank has under its constitution power to give this guaranteed and. [(Name of the person(s)] wh o have signed it on behalf of the Bank has authority to do so.

Controlling Officer of the bank:

Name:

Address:

Telephone No:

Branch of the Bank Issuing BG:

Dated this.....Day of.....20.....

Place.....

Signature of the authorized person(s) For and on behalf of the Bank.

NOTE: The Bank Guarantee issued by a scheduled Bank shall preferably be operative at its branch situ ated at Bilaspur (Chhattisgarh State) or if the issuing bank does not have any branch at Bilaspur, then Bank Guarantee shall be preferably operative at any of its Kolkata Branch.

NOTE: Copy of SFMS (760COV) by issuing bank should be submitted along with hard copy of the Bank Guarantee as per format provided above and subsequent amendment/extension vide (SFMS 767COV), if any

In case of extension of delivery period, the firms should ensure that the validity of their submitted Security Deposit BG/PBG shall still be 03 months from the last date of the extended delivery/end of warranty period . The BG's shall be extended accordingly corresponding to the extension of delivery period.

13. SUBMISSION OF BANK GUARANTEE's:

I) The Bank Guarantee issued by the issuing Bank on behalf of contractor/supplier in favour of "South East ern Coalfields Limited" shall be in paper form as well as issued under "Structured Financial Messaging Syst em" (SFMS). As such the Guarantor (BG issuing bank) shall send information about issuance of this Guarante e through SFMS gateway either to the SBI, SME Branch, Bilaspur (IFSC - SBIN0004177) or to the ICICI Ban k, Vyapar Vihar, Bilaspur (IFSC- ICIC0000282) as the case may be.

The details of Beneficiary, i.e. South Eastern Coalfields Limited for issue of BG under SFMS platform are fur nished below:

a) State Bank of India as advising Bank of SECL:

1	Name of the Beneficiary and his Details	i	7034(Beneficiary Details)	South Eastern Coalfields Limited
		ii	Area	SECL Hasdeo Area
		iii	Name of Bank	State Bank of India
		iv	Bank Account No.	30285470636
		v	Department	Material Management

2	Beneficiary Bank, Branch and Address	i	Name of Bank	State Bank of India
		ii	Bank Branch Name	SME SBI Branch, Bilaspur
		iii	Branch Code	4177
		iv	Beneficiary Bank Branch IFSC	SBIN0004177
		v	Beneficiary Bank Address	SBI, Galaxy Height, Vyapar Vihar, Bilaspur - 495001,CG

b) ICICI Bank as advising Bank of SECL:

1	Name of the Beneficiary and his details	i	Name	South Eastern Coalfields Ltd . 14265
		ii	Area	SECL Hasdeo Area
		iii	Name of Bank	ICICI Bank
		iv	Bank Account no.	028205003346
		v	Department	Material Management
2	Beneficiary Bank, Branch and Address	i	Name of Bank	ICICI Bank
		ii	Bank Branch Name	VyaparVihar, Bilaspur
		iii	Branch Code	0282
		iv	Beneficiary bank Branch IFSC	ICIC0000282
		v	Beneficiary Bank Address	Surya Chambers, Plot No-A/09,VyaparVihar, Bilaspur-495001, C.G
		vi	Field No. 7037	SECL14265

NOTE: Vendors are requested to specifically advise BG issuing bank that in case they opt for ICICI Bank as beneficiary bank, they have to mention the code 'SECL 14265' in SFMS field no 7037 of IFN760COV/IFN767 COV so that the advised BGs could be sent to the email id tagged with the account.

14. 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.

15. 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 India 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.

16. 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].

17. 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.

18. 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.

19. 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.

20. 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, bidder 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

ed 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 procurement
2. 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.

21.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."

22. 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

22. The EMD/SD/e-PBG/Performance Bank Guarantee's shall be submitted in original at following addresses:

Staff Officer (MM),
Area Purchase Cell,
Office of Area General Manager,
South Jhagrakhand Colliery,
New Ledri,
Distt :Manendragarh-Chirmiri-Bharatpur (CG) 497448

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

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---