

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण / Bid Details</b>	
<b>बिड बंद होने की तारीख/समय / Bid End Date/Time</b>	04-03-2026 20:00:00
<b>बिड खुलने की तारीख/समय / Bid Opening Date/Time</b>	04-03-2026 20:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)</b>	120 (Days)
<b>मंत्रालय/राज्य का नाम / Ministry/State Name</b>	Ministry Of Coal
<b>विभाग का नाम / Department Name</b>	Coal India Limited
<b>संगठन का नाम / Organisation Name</b>	South Eastern Coalfields Limited
<b>कार्यालय का नाम / Office Name</b>	Secl Bilaspur Chhattisgarh
<b>कुल मात्रा / Total Quantity</b>	209
<b>वस्तु श्रेणी / Item Category</b>	Sipper Water Bottle
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	Procurement of Sipper Bottles for Employees of Kanchan OCM
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Plastic Bottles/Containers for Packaging of Natural Mineral Water and Packaged Drinking Water Conforming to IS 15410, Bottle Water Plastic with Cover (DEFENCE)
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>• Plastic Bottles Water Bottle With Carry Bag For Cpmf (MHA)</li> <li>• Sipper Bottle (V2)</li> </ul>
<b>वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience</b>	Yes   Complete
<b>वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience</b>	Yes   Complete
<b>विक्रेता से मांगे गए दस्तावेज़ / Document required from seller</b>	Experience Criteria, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	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 विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
अनुमानित बिड मूल्य / <b>Estimated Bid Value</b>	82764
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

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

#### एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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#### एमएसई 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.

### Sipper Water Bottle ( 209 pieces )

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Rupesh Kadve	484555, Depot Officer, Regional Stores, Johilla Area SECL , Naurozabad Dist:Umaria, Madhya Pradesh -484555	209	30

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 3. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 4. Generic

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

### 5. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

### 6. Generic

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

### 7. 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.

#### 8. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 9. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

#### 10. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 11. **Certificates**

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

#### 12. **Warranty**

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

#### 13. **Buyer Added Bid Specific ATC**

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

#### 14. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **A) ADDITIONAL TERMS & CONDITIONS (TECHNICAL)**

## **Procurement of Water Bottles**

**(1) Eligibility/Proven Ness/Experience Criteria:**

- The Consumables Goods / consumables shall be considered proven provided the tendered / similar item(s) of same / similar / higher specification / rating / version, etc. have been supplied during the last 5 (five) years from the date of opening against orders of CIL or its subsidiaries, other PSU's, Government departments and Private Organizations. Copies of relevant contract / Purchase orders along with its corresponding invoice / dispatch challan must be submitted along with the Bid.
- The bidder should submit self-certificate to the following extent: "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)".

**Note:** - Bidders must provide following details in their bid documents along with supporting documents/self-declaration as applicable:

Participation in the bid as Manufacturer/Re-seller/Dealer/etc.	
Make/Model of Offered item schedule wise or for all schedules.	

**Note: Complete Technical Specifications and all the Annexures attached at ATC.**

**(2) Other T&C:**

- i) NA.

**(3) Guarantee/Warranty:** Warranty shall remain valid for 18 months from the date of receipt and acceptance of material at consignee's end or 12 months from its date of use/fitment/Commissioning, whichever is earlier.

**(4) Consignee details:** Depot Officer, Regional Store, Johilla Area.

**(5) Inspection Authority:** Final inspection of materials shall be carried out by ASO, Johilla Area or his authorized representative on receipt of material at consignee location for final acceptance.

**(6) Scope of Supply:** Supply of Material only.

**(7) Delivery Schedule:** 100% within 30 days from the date of issue of GeM Contract.

**Note:** All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including loading/unloading.

**(8) PBG:** Not Applicable.

**B) 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 (refer to **Annexure-1** in the ATC uploaded)
- ii. ~~EMD: Offers of the firms submitted without EMD (for non-exempted bidders) as requested 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 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 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.~~

***Submission of EMD is exempted for the Bids having value up to Rs. 5 lakhs.***

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 SECL, Johilla Area

Account No 10697059150

IFSC Code Sbin0003958

Bank Name: State Bank of India

Branch Name SBI, Nowrozabad, Near Post Office, Nowrozabad, District Umaria, Madhya Pradesh, 484555.

**Note:** While submitting EMD amount, the details of transaction receipt (apart from submission in the GeM portal) must be sent to the e-Mail Id [apcjh1@gmail.com](mailto:apcjh1@gmail.com) & [somm.jhl.secl@coalindia.in](mailto:somm.jhl.secl@coalindia.in) so that tracking of EMD transaction will be done smoothly.

- iii. ~~Any Central/State Government Organization/PSU shall be exempted towards submission of EMD, irrespective of stores. 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. **Kindly fill the prescribed format of "PROFORM A FOR EQUIPMENT AND QUALITY CONTROL"**, (refer to **Annexure-2** in the ATC uploaded)
- vi. Integrity Pact: A duly filled in and signed copy of the Pre-Contract Integrity Pact along with their offer, for tenders having an estimated value of Rs 2 crores and above only, which may be:
- a) Either physically signed (duly signed by the bidder along with the name, address & signature of the witnesses at the last page and the scanned copy of the same is to be uploaded)

or

- b) Digitally signed (using a Digital signature which is an electronic signature used to authenticate the identity of the signer and to ensure that the original content of the document remains unchanged).
- vii. Copy of GST Registration certificate issued by appropriate authority of India, if applicable.
  - viii. 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.
  - ix. In case Banned/Delisted/Debarred/Put on Holiday by any organization, necessary details/documents to be submitted, if applicable.
  - x. Other documents required as per bid/to be submitted by the bidder, if any.

Ensuring submission of valid and authentic documents will be sole responsibility of the bidder. 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 the GeM Incident Management Policy may be taken against them.

## ~~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. (Refer to **Annexure-3** in the ATC uploaded)~~

- ~~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.~~

### ~~4. 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 supplier 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 (herein to be considered as time of supply of goods/submission of bill for payment), for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered~~

~~red 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 up to 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.~~

~~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/>~~

### **3. 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 replying to the clarification will be for 7(SEVEN) days only. Non receipt of communication from GeM will not be accepted as a reason for 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 with extant guideline of GeM GTC and ATC or Clause - 6.13 of CIL Purchase manual-2nd Edition 2025.

- 4. 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.

### **5. SUBMISSION of Documents:**

#### **A) Along with the offer,**

- i) Declaration stating make & model of offered product schedule wise along with status of participation in the bid such as manufacturer/reseller/dealer, etc.
- ii) ~~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 m~~

~~multiple consignments) and date of certification shall be after the date of contract.~~

~~**NOTE:** False certifications shall be dealt with provisions of MII policy.~~

- iii) Supporting documents for proof of manufacturer/dealer/reseller, etc.
- ~~iv) Price Fall Clause Certificate.~~
- v) Acceptance of all T&C of bid including technical & commercial as mentioned in the ATC.

## **B) In the GeM portal after award of contract & before executing supply,**

- i) Tax Invoice and Dispatch Slip/LR Copy to be uploaded in the GeM portal while generating GeM Invoice.
- ii) 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 (For PRC & CRAC in the GeM Portal).

## **C) At the time of supply of material,** 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 (**in two physical copies**):

- i) Tax Invoice as per GeM contract.
- ii) **GST e-Invoice with QR Code & IRN** as per applicable GST Law. (If not applicable then undertaking required in the prescribed format-refer to **Annexure-4** in the ATC uploaded).
- iii) **E-Way Bill** as per applicable GST Law for supplied items.
- iv) Guarantee/Warranty Certificate.
- v) Manufacturer's Test & Inspection certificate, if applicable.
- vi) Any other certificate/document as mentioned in the contract, if applicable.

In case of delay, the Supplier will be responsible for any consequent expenses and in case of Delay in the delivery of material at the Consignee location, it is the responsibility of Successful Bidder to ensure the Delivery period extension before the Supply.

NOTE: 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.

## **6. PRICE:**

- i. 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.
- ii. Prices quoted must be Without Undue profiteering.
  - a) 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).

- b) 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.

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.

## 7. PAYMENT TERMS:

**CAPITAL ITEMS (For Product/Material):** 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 along with receipt and acceptance of Security Deposit and Performance Bank Guarantee, as applicable.~~
- 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 SO(E&M)/SO(Excv)/Staff officer of concerned technical deptt. and the Area GM through GM(E&M)/HOD/GM(Excv)/HOD/ HOD of concerned technical deptt. at SECL HQ to the paying authority.~~

~~In case of those P&M and equipment, where installation and commissioning are to be done departmentally, 100% payment along with full taxes and duties, may be released within 21 days after delivery and acceptance of the same by the consignee and receipt and acceptance of Security Deposit and performance bank guarantee as applicable.~~

**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 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 up to of 10% of the contract value shall be imposed. For this purpose, the Class of Local supplier in Order shall be ch

ected with the Class of Local supplier in Local content certificate submitted along with bill.

**8. 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 not be 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 delay 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.

**9. PAYING AUTHORITY:** Area Finance Manager, SECL, Johilla Area. However, regularization of payment on GeM portal shall be done as per provision of GeM by Paying authority.

~~**10. PERFORMANCE SECURITY/E-PBG as indicated in bid document shall be treated as SECURITY DEPOSIT: To be submitted directly to Buyer in Original:**~~

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~~i. 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.~~

~~ii. In case of Contracts for procurement of Capital Goods along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables / AMC / CMC for more than one year, the Security Deposit shall be for 5% of equipment landed value along with maximum annual landed value of Spares & Consumables / AMC / CAMC.~~

~~iii. 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.
- iv. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees 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.
  - v. 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.
  - vi. Security Deposit will be released with the approval of HOD of MM Department / Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning on part of the supplier and PBG. However, in case of contracts for equipment and all those items/ goods involving installation and commissioning (installation & commissioning in supplier's scope), where there is a delay in commissioning due to reasons not attributable to the supplier (e.g., Non-availability of Site by the purchaser), the SD shall be released after receipt of PBG.
  - vii. Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of equipment landed value along with maximum annual landed value of spares & consumables/AMC/CMC. Wherever Security Deposit is converted into PBG, the operation of such SDBG/Performance BG shall be guided by Performance Bank Guarantee Clause.
  - viii. **~~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.~~**
  - ix. 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.
  - x. 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.
  - xi. 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.
  - xii. 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.

**Submission of Security Deposit is exempted for the contracts having value up to Rs. 5 lakhs.**

**~~11. PERFORMANCE BANK GUARANTEE: (To be submitted directly to Buyer in Original) (This is in addition to the Security Deposit as mentioned earlier):~~**

- ~~i. The successful tenderer shall be required to furnish a Performance Guarantee equivalent to 10% landed value of the contract to cover the warranty/guarantee period.~~
- ~~ii. In case of Contracts for procurement of Capital Goods along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables / AMC / CMC for more than one year, the Performance Guarantee shall be for 10% of equipment landed value along with maximum annual landed value of Spares & Consumables / AMC / CAMC. Equipment landed value shall be landed value of supply installation and commissioning charges together.~~
- ~~iii. The Performance Guarantee shall be in the form of a Bank Guarantee issued by RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.~~
- ~~iv. The Performance Bank Guarantee (PBG) shall be in the same currency(ies) in which contract has been signed.~~
- ~~v. If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of Bid by the number of equipment ordered for that particular item of the Bid.~~
- ~~vi. The PBG (s) shall remain valid till 3 months after the completion of warranty period of all the equipment/ items covered in the contract.~~
- ~~vii. The PBG shall be submitted sufficiently in advance to enable its verification from the issuing bank before submission of the invoice for payment.~~
- ~~viii. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable, shall be taken. The Performance Bank Guarantee shall be released with the approval of concerned HOD (MM) / Area GM after obtaining the following:
  - ~~a) 'No Claim Certificate' from the concerned HOD (User Dept.) indicating that there is no claim pending.~~
  - ~~b) 'No Claim Certificate' from the contractor indicating that there is no claim pending and that there is no dispute pending as per format below: (refer to **Annexure-5** in the ATC uploaded)~~~~

However, in case there is no dispute pending and contractor has issued 'No Claim Certificate' but 'No Claim

m Certificate' is not received in writing from the user within 6(six) months from the expiry of the validity period, the BG shall be released without further reference to the user, with the approval of the Director (T) of the concerned subsidiary/CIL.

In case the equipment / Items have not been used during the warranty period (non use to be duly certified by the HoD of the technical Dept. deliberating the reasons for the same), the Performance Bank guarantee may be released after completion of warranty period, with the approval of concerned Director (T), SECL. In such cases, the supplier shall be duly intimated by the purchaser that though the PBG is being released, but the performance of the equipment / item has not been ascertained as the same has not been used during the warranty period.

In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

In the event of breach of a contract / failure of fulfilment of contractual obligations by the supplier, the Performance Bank Guarantee shall be forfeited and encashed / credited to the procuring entity's account with the approval of concerned Director (T) of SECL.

**Submission of Performance Bank Guarantee is exempted for the contracts having value up to Rs. 5.00 lakhs.**

- ix. The PBG will be submitted through Structured Financial Management System (SFMS) (refer to **Annexure-6** in the ATC uploaded)

- 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 BGs shall be extended accordingly corresponding to the extension of delivery period.

## **12. SUBMISSION OF BANK GUARANTEE'S:**

- The Bank Guarantee issued by the issuing Bank on behalf of contractor/supplier in favor of "South Eastern Coalfields Limited" shall be in paper form as well as issued under "Structured Financial Messaging System" (SFMS). As such the Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway either to the SBI, SME Branch, Bilaspur (IFSC - SBIN0004177) or to the ICICI Bank, Vyapar Vihar, Bilaspur (IFSCIC0000282) as the case may be.

- The details of Beneficiary, i.e. South Eastern Coalfields Limited for issue of BG under SFMS platform are furnished at ATC. (refer to **Annexure-7** in the ATC uploaded)

- **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/IFN767COV so that the advised BGs could be sent to the email id tagged with the account.

## **13. 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 additional document. The declaration in case of been BANNED OR DELISTED OR DEBARRED OR 'PUT ON HOLIDAY' shall be submitted in following format: (refer to **Annexure-8** in the ATC uploaded)

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.

#### **14. FITMENT CERTIFICATION:**

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 certified that their products are exact replacement of / fully interchangeable to the original parts and will fit and function on the equipment for which these are intended for without any modification and confirm to performance guarantee as per OEM standards.

#### **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 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 G~~

~~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: (refer to **Annexure-9** in the ATC uploaded.~~

~~c) 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.~~

~~d) 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."~~

~~e) **The provisions of fall clause will, however, not apply for purchase value up to Rs. 2.00 lakh.**~~

~~f) 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:

**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: (refer to **Annexure-10** in the ATC uploaded)

**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. (refer to **Annexure-11** in the ATC uploaded)

**17.TERMINATION OF CONTRACT FOR DEFAULT:**

i. 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:

a) 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

- b) 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.
- II. 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 actions.
- 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:**

- I. 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.
- II. 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:
  - a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously provided 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:

- I. 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 technological or financial evaluation results.

- II. 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 pre-qualification 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:
    - i) Determination of the need for procurement.
    - ii) Selection of the mode of procurement or tendering system.
    - iii) Choice of selection procedure.
    - iv) Complaints against specifications except under the premise that they are either vague or too specific to limit competition may be permissible.
    - v) Provisions limiting the participation of bidders in the procurement process in terms of government policies.
    - vi) Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
    - vii) The decision to enter into negotiations with the L1 bidder.
    - viii) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements.
    - ix) 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 JURISDICTIONS:**

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

- III. 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.
- IV. 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."
- V. 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: (refer to **Annexure-12** in the ATC uploaded)

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.

**23.EMD/SD/e-PBG/Performance Bank Guarantee shall be submitted in the original at following address:**

Staff Officer (MM), SECL, Johilla Area  
Office of Area General Manager.  
Nowrozabad, District-Umaria,  
Madhya Pradesh, 484555

**24. NOTE:**

**NOTE 1:** The above terms & condition will supersede the GeM GCT/STC and other terms & condition in case of any conflict/contradiction between two.

**NOTE 2:** 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. Any other terms & conditions/deviations from the current bid document offered by the seller in any form will be considered void and submission of offer/participation by the seller will be treated as their unconditional acceptance of all terms & conditions outlined in the e-bidding including GTC/STC and commercial terms of ATC.

**NOTE 3:** All other terms & conditions of the updated CIL Purchase Manual 2020-2<sup>nd</sup> Edition 2025 & their subsequent amendments will be applicable as and when required.

**25. CHECK LIST OF DOCUMENTS TO BE SUBMITTED FOR ATC (BID EVALUATION):**

(refer to **Annexure-13** in the ATC uploaded)

## अस्वीकरण/Disclaimer

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

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers 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.**

[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---**