बिड संख्या/Bid Number: GEM/2026/B/8179234

दिनांक /Dated: 23-10-2026

## बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 07-11-2026 18:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 08-11-2026 18:00:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 120 (Days) |
| मंत्रालय/राज्य का नाम/Ministry/State Name | Ministry Of Coal |
| विभाग का नाम/Department Name | Coal India Limited |
| संगठन का नाम/Organisation Name | South Eastern Coalfields Limited |
| कार्यालय का नाम/Office Name | Secl Bilaspur Chhattisgarh |
| शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal | HOD Email id :gmmm.secl.cil@coalindia.in<br>Buyer Email id: somm.gvr.secl@coalindia.in |
| कुल मात्रा/Total Quantity | 1 |
| वस्तु श्रेणी /Item Category | SUB, SHOCK, DURAQUEST 28, Part no: 57795353 Or its equivalent |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS | SUB,SHOCK,DURAQUEST 28,Part no:57795353 Or its equivalent |
| 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 | • Shock Baton (MHA) |
| 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 | Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC)<br>*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 दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension | 3 |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 7 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 1 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | Yes |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule | H1-Highest Priced Bid Elimination |
| बिड का प्रकार/Type of Bid | Two Packet Bid |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 7 Days |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| 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 | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |

**ईएमडी विवरण/EMD Detail**

| | |
|---|---|
| एडवाईजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount | 443208 |

**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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी 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).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.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

**लाभार्थी /Beneficiary :**

SECL GEVRA AREA
SOMM OFFICE OF THE GENERAL MANAGER SECL GEVRA AREA KORBA CHATTISGARH PO- GEVRA PROJECT PINCODE-495452.SECL Bilaspur Chhattisgarh, COAL INDIA LIMITED, South Eastern Coalfields Limited, Ministry of Coal (Secl Gevra Area)

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

**एमआईआई खरीद वरीयता/MII Purchase Preference**

| | |
|---|---|
| एमआईआई खरीद वरीयता/MII Purchase Preference | No |

**एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII**

| | |
|---|---|
| सक्षम प्राधिकारी का नाम/Name of Competent Authority | ASHOK KUMAR |
| सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority | AREA GENERAL MANAGER |
| सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority | SECL GEVRA AREA |
| सीए अनुमोदन संख्या/CA Approval Number | 2434409 |
| सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date | 18-10-2026 |
| सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority | Indented item belong to equipment of imported nature, Hence MII -OFF may be taken |

Competent Authority Approval for not opting Make In India Preference : View Document

**एमएसई खरीद वरीयता/MSE Purchase Preference**

| | |
|---|---|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |

| | |
|---|---|
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X% | 15 |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider 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. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## SUB, SHOCK, DURAQUEST 28, Part No: 57795353 Or Its Equivalent ( 1 pieces )

**तकनीकी विशिष्टियाँ /Technical Specifications**

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

**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 | Aditya Paliwal | 495452,SECL GEVRA AREA (GST- 22AADCS2066E9ZL) | 1 | 120 |

## 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 (Increased quantity ÷ Original quantity) × 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. **Scope of Supply**

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

4. **Generic**

   **Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

5. **Warranty**

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

6. **Generic**

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

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

7. **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.

8. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Account Payee Demand Draft in favour of

   SECL GEVRA AREA
   payable at
   GEVRA
   .
   Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

9. **Forms of EMD and PBG**

   Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

   SECL GEVRA AREA
   payable at
   GEVRA
   . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

10. **Buyer Added Bid Specific ATC**

    Buyer Added text based ATC clauses

    Eligibility Cum Proveness criteria.

    ELIGIBKLE FOR PARTICIPATION ONLY BY OEM/OES/OPM

| | |
|---|---|
| **Description of the tender item**:- | Spares applicable for PV351E drill . |
| **Technical specification of the tende red item**: | List of the items with part no and description is enclosed. |
| **Eligibility Criteria: Following are eli gible to participate in the tender:** | a) OEM /OPM /OES |

| | |
|---|---|
| **Fitment Certificate:** | Bidder has to submit the certific ate "We certify that offered pro ducts will fit and function on the equipment, for which these are intended for, without any modifi cations to the existing<br>system of equipment". |

Note: All other terms and conditions will remain same as per Gem

Note: In case of OEM/OPM/OES not participating and authorized an agency to participate in the tender on the ir behalf, bidder need to submit following document:

b.) In case of OEM:
To submit tender specific authorization (with tender id) from OEM as per enclosed format.
c.) In case of OES:
To submit tender specific authorization (with tender id) from OES as per enclosed format.
d.) In case of OPM:
To submit tender specific authorization (with tender id) from OPM as per enclosed format.

To submit relevant documents as proof of principal as OPM (defined below).

**Definition of OEM/OPM/OES is**

**OEM:** Original Equipment Manufacturer **(M/s Epiroc,USA)**

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

**OPM:** Means Original Part Manufacturer falling under the following categories:

- The original manufacturers of assemblies, sub-assemblies, or components of the original e quipment.
- The original manufacturer of spare parts/items of assemblies, sub-assemblies, or compone nts of the original equipment.

# The status of a manufacturer as OPM will be det ermined on fulfilling any one of the following cri teria

Criteria – 1: On submission of documents **a, b, c** by Bidder

- Self-certificate duly notarized, of being manufacturer of the Assemblies/Sub-assemblies/Com ponents etc.
- Self-attested Copies of purchase orders in support of proof of having supplied to OEM or cop y of Trade Agreement of the OEM with OPM, **for the above items.**
- Copy of performance certificate from the end user to assess the provenness credibility of the OPM based on the following criteria:-

*"Assemblies / sub-assemblies / components and their spares offered by the OPM must have been supplied in the past to CIL / subsidiary companies/ other PSU / Government Department/ Private Organization and performed satisfactorily for a period of not l ess than one year from the date of fitment/commissioning".*

*If the above-mentioned declaration / information / documents submitted by the OPM are subsequ ently found false or forged/tampered in any way, the total responsibility shall lie with the OPM an d subsidiaries companies shall reserve the full right to take suitable penal action as may be dee med fit including banning of business, apart from forfeiture of EMD, Security Deposit etc.*"

**(OR)**

Criteria – 2: The manufacturer whose supplied assemblies/sub-assemblies/components to the OEM, have bee n declared fitted on the equipment by the OEM, in such cases, documents mentioned under **a, b, c** above ar e not required for declaring them as OPM.

**(OR)**

Criteria – 3: The manufacturer whose supplied assemblies/sub-assemblies/components were found fitted on t he equipment at the time of physical verification by the committee, in such cases documents mentioned und er a, **b, c** above are not required for declaring them as OPM.

However, SECL reserves the right to verify all the above or get performance directly from the concerned buy ers / customers / end users of the items supplied by the bidders against supply orders.

## A) Bid specific Authorization from the O.E.M is to be submitted at t he time of submission of offer.

**B)Make is mandatorily required to be submitted in Bid itself. The bid without make and mod el wi ll n ot be considered technically acceptable. The bidder must refrain from providing Make as NA, Unbr anded, Multiple makes, Blank, etc., Bids with such details will not be tech nically acceptabl e.**

**. EMD can be paid by any of the mode either BG or DD. Earnest Money Deposit (EMD)**

**: EMD can be deposited in the form of DD in favour of SE CL Gevra Area, District- Korba (C.G) pay able at SECL Gevra Area, District-Korba(C.G) Pincode-495452. .**

**EMD should reach on the following address:**

**Staff Officer (MM) Office of the Area General Manager South Eastern Coalfield Limited Gevra Are a District-Korba (C.G) Pincode-495452.**

**ANNEXURE-A**

## PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

**(To be submitted by the Startups / MSE firms who claim the relaxation of the prior turnov er and prior experience criteria, as per clause no: 19A of the NIT)**

Reference : CIL/Subsidiary Co._____ Tender No._____

Date_____for supply of_____

1. Name and Address of the Firm
2. a) Telephone No. office/factory/works
   b) Fax No. / E-mail ID
3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.
6. Whether the process of manufacture in the factory is carried out with the aid of power or without it.
7. Process Flow Chart for the whole manufacturing process of the tendered item.
8. Details and stocks of raw materials held.
9. Capacity of items quoted for with the existing plants and machinery
   (a) Normal
   (b) Maximum
10. Details of arrangements for quality control products such as laboratories etc.
11. (a) Details of technical supervisory staff in-charge of production and quality control.
    (b) Skilled labour employed.
    (c) Unskilled labour employed
    (d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.
12. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

(Signature of Tenderer)

**NOTE**: Details against sl nos. 5 to 12 inclusive need be restricted to the extent they pertain to the items under reference

**ANNEXURE-O**

**FORMAT FOR AUTHORIZATION TO BE SUBMITTED BY THE INDIAN AGENTS OF INDIGENOUS MANUFACTURERS:**( to be typed on the **Principals letter head**and should be pre dated ,i.e. prior to tender opening date and properly signed)

To

General Manag

er (MM) South

Eastern Coalfiel

ds Ltd

Dear Sir,

Against the Tender no: _____, we hereby authorize M/s. _____

_____to participate in the tender and submit the offer and enter in to contract/supply orderon our behalf. This authorization is valid till the successful completion of supplies against this tender.

We confirm / undertake that:

1. As a matter of our corporate policy, we do not quote directly/ market our products to any organization(*except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/logistics constraints)*.If, subsequently, at any stage, it is found that we have quoted directly to any organization, we shall be liable for penal action as per provisions of the NIT and the Purchase Manual, if the justification provided by us has not been considered adequate and satisfactory by the procuring entity. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission may be recovered with interest.

2. We will accept the responsibility for the satisfactory execution of orders placed on the authorized agent including warranty/ guarantee obligations.

3. Wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.

4. The price quoted by our authorized agent will not exceed the price which we would have quoted.

5. In the event of placement of order on our authorized dealer , the goods supplied / goods offered for inspection would be accompanied by a certificate stating that the goods have been manufactured by us.

6. We further confirm that No agent / Middle man / Liasoning agent or any entity in any name other than our authorized Indian Agent is involved in the process of procurement of goods and services against this tender. If subsequently at any stage ,it is found that false certificate is given ,we shall be liable for penal action.

Validity of Authorisation :----------

(Should be valid as on date of tender opening and its validity should corresponds to the delivery period stipulated in the tender enquiry)

Signature of Authorized signatory of Principa

l Manufacturer Name:

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**ANNEXURE – P**

**FORMAT FOR AUTHORIZATION TO BE SUBMITTED BY THE INDIAN AGENTS OF F OREIGN MANUFACTURERS:**

( to be typed on the **Principals letter head)**

General Manag

er (MM) South

Eastern Coalfiel

ds Ltd

Dear Sir.

Against the Tender no: _____, we hereby authorize M/s. _____ _____to participate in the tender and submit the offer and enter in to contract/ s upply order on our behalf. This authorization is valid till the successful completion of supplies against this tender.

We confirm / undertake that:

1. As a matter of our corporate policy, we do not quote directly/ market our products t o any organization in India(except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers n ot covered by dealer network due to geographical/logistics constraints).If, subsequently , at any stage, it is found that we have quoted directly to any organization, we shall be

liable for penal action as per provisions of the NIT and the Purchase Manual, if the justif ication provided by us has not been considered adequate and satisfactory by the procur ing entity.

2. We will accept the responsibility for the satisfactory execution of orders placed o n the authorized agent including warranty/ guarantee obligations.

3. We further confirm that No agent / Middle man / Liasoning agent or any entit y in any name other than our authorized Indian Agent is involved in the process of procurement of goods and services against this tender.If subsequently at any stage ,it is found that false certificate is given ,we shall be liable for penal action .

Signature of Authorized signator

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**ANNEXURE – Q**

**UNDERTAKING TO BE SUBMITTED BY THE INDIAN AGENTS OF INDIGENOUS MA NUFACTUERS / FOREIGN MANUFACTURERS:**

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

To

General Manag

er (MM) South

Eastern Coalfiel

ds Ltd

Dear Sir.

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

We have submitted the following documents.

1. Tender specific authorization from the Principal including the specific confirmat ions as required as per the terms of the NIT.
2. Self attested copies of the Manufacturing credentials of the Principal to establish the principal is the manufacturer of the offered items.
3. The self attested copy of the documents to prove that our business entity is e xistence for 3years on the date of tender opening.

Signature of Authorized Dealer /

Indian Agent Name:

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**ANNEXURE – R**

**LOWEST PRICE CERTIFICATE**

This is to certify that the prices quoted by us for the offered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU orany other private organization

Signature o

f Bidder Da

te:

Seal of the firm

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11. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the

modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---**