बिड संख्या/Bid Number: GEM/2026/B/8214946

दिनांक /Dated: 31-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-11-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	22-11-2026 11:00:00
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 Buyer Email id: somm.ksm.secl@coalindia.in
कुल मात्रा/Total Quantity	66
वस्तु श्रेणी /Item Category	MALE-FEMALE ELBOW, PART NO. - 2658823961 , HOSE HYD., PART NO. - 2670123005 , HOSE, PART NO. - 70019690 , BAR, TOW, PART NO. - 2694033826 , O RING, PART NO. - 663210319 , KIT BOLT, M12 X 65 SQ BOLT PLUS NUT, PART NO. - 2694348224 , MOUNT BRACKET, PART NO. - 2697121339 , TEE -1BY2 INCH, PART NO. - 2694039708 , BALL VALVE, PART NO. - 2697120984 , ADAPTER ELBOW, PART NO. - 97113948 , SPRING WASHER, PART NO. - 333213000 , FAN CABIN, PART NO. - 2670575808
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	MALE-FEMALE ELBOW, PART NO. - 2658823961, HOSE HYD., PART NO. - 2670123005, HOSE, PART NO. - 70019690, BAR, TOW, PART NO. - 2694033826, O RING, PART NO. - 663210319, KIT BOLT, M12 X 65 SQ BOLT PLUS NUT, PART NO. - 2694348224, MOUNT BRACKET, PART NO. - 2697121339, TEE -1BY2 INCH, PART NO. - 2694039708, BALL VALVE, PART NO. - 2697120984, ADAPTER ELBOW, PART NO. - 97113948, SPRING WASHER, PART NO. - 333213000, FAN CABIN, PART NO. - 2670575808
	Searched String: MALE-FEMALE ELBOW, PART NO. - 2658823961 Elbows, Round, Male and Female, Equal as confirming to IS 1239 (Part 2), Malleable Cast Iron Pipe Fittings (V2) as per IS 1879, Steel Tubes, Tubulars and Other Steel Fittings as per IS 1239 (Part 2 - Steel Pipe Fittings), Elbows, Tees and Crosses, Male, Equal confirming to IS 1239 (Part 2), Twin Elbows and Sweep Tees, Male, Equal confirming to IS 1239 (Part 2) **Searched String**: HOSE HYD., PART NO. - 2670123005

बिड विवरण/Bid Details	Hydraulic Hose, Hydraulic Hose (V2), Rubber Hose for Liquefied Petroleum Gas (LPG) ISI Marked to 9573 (Part 2), Hydrated Lime (V3) Conforming To Is 1540 (Part 2), Triple Purpose Nozzle as per IS 2871, Hydroxynaphthol Blue, Controlled Percolating Hose For Fire Fighting As per IS 8423 Latest Amendment, Hydrated Lime For Chemical Industries (V2) Conforming to IS 1540 Part 2, Oxytetracycline Hydrochloride, Methyl 4 Hydroxybenoate (Methylparaben) **Searched String**: HOSE, PART NO. - 70019690 Rubber Hose for Liquefied Petroleum Gas (LPG) ISI Marked to 9573 (Part 2), Triple Purpose Nozzle as per IS 2871, Controlled Percolating Hose For Fire Fighting As per IS 8423 Latest Amendment, Tower Bolts (Non Ferrous Metals) (V3) ISI marked to IS 204 (Part 2), Shade Nets for Agriculture and Horticulture as per IS 16008 (Part 1) (Made from Tape Yarns), Shade Nets for Agriculture and Horticulture as per IS 16008 (Part 2) (Shade Nets Made from Mono Filament Yarns), Plasticized PVC Tapes with Non-Thermosetting Adhesive for electrical purpose (V2) ISI marked to IS 7809 (Part 3/ Sec1), Medical Oxygen Gas Cylinders - Steel (Normalized), Refillable Seamless Steel Gas Cylinders Conforming to IS 7285, Swing Check Type Reflux Valves for Water Works Purposes (Single Door Pattern) (V2) as per IS 5312 (Part1) **Searched String**: BAR, TOW, PART NO. - 2694033826 Tower Bolts (Non Ferrous Metals) (V3) ISI marked to IS 204 (Part 2), Soft Solder for Electronic applications, Towel Rail / Ring / Rack / Hooks for Bathroom, Copper Bus Bar (Bhel)-IS:1897, IS:8130, Tower Bolts (Ferrous Metals) (V2) ISI marked to IS 204 (Part1), Steel Bar(BHEL), Towel Rail, Drums large, fixed ends, Grade B ISI Marked to IS 1783 Part 2, Counter Seat (Chair or Stool) (V2), Split Air Conditioner, Floor Mount Type (Tower AC) Marked to IS 1391 (Part 2) (V3) **Searched String**: O RING, PART NO. - 663210319 O-Ring Kit, O-Ring Extraction tool, O Rings (V2) Conforming to IS 17891 (Part 1), Fluid Power Systems O-Rings Conforming to IS 17891, 3 Part Automated Hematology Analyzer (V2), NBR O - Ring for Self Closing Valves of LPG Cylinders, One Man Meals Ready to Eat (Therm-O-Pack) (Menu No. 3) (Defence), 5 Part Automated Hematology Analyser (V2), One Man Meals Ready to Eat (Therm-O-Pack) (Menu No. 2) (Defence), One Man Meals Ready to Eat (Therm-O-Pack) (Menu No. 1) (Defence) **Searched String**: KIT BOLT, M12 X 65 SQ BOLT PLUS NUT, PART NO. - 2694348224 Category not available on GeM for the text string uploaded by the buyer **Searched String**: MOUNT BRACKET, PART NO. - 2697121339 Split Air Conditioner, Wall Mount Type (V3) ISI Marked to IS 1391 (Part 2), Stainless Steel Benches (RDSO Specification), Television Mounting stand, Bracket (Defence), Curtain Pipe, Sider and mounting bracket, Projector Mounting Stand (V3), Split Air Conditioner, Ceiling Mount Type (Cassette) (V3) ISI Marked to IS 1391 (Part 2), Educational & Training Charts, Split Air Conditioner, Floor Mount Type (Tower AC) Marked to IS 1391 (Part 2) (V3), Fogging Machine (V2) as per IS 14855
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	

बिड विवरण/Bid Details (Part 1)	
	Searched String: TEE -1BY2 INCH, PART NO. - 2694039708 CPVC Industrial Pipe Fittings, Schedule 80 **Searched String**: BALL VALVE, PART NO. - 2697120984 CPVC Ball Valve, General Purpose Ball Valves (V2), Ball Valve as per GAIL (India) Limited, General Purpose Ball Valves conforming to IS 9890, Waterless and Odourless Urinal, Swing Check Type Reflux Valves for Water Works Purposes (Single Door Pattern) (V2) as per IS 5312 (Part1), FRP Chamber Covers Used For Steel/PE Ball Valve Chambers as per Gujarat Gas Limited, General Purpose Lead-Acid Batteries (Valve Regulated Types) Conforming To IS 16220 (Part 1), Ballasts for Fluorescent Lamps as per IS 1534 (Part 1), Body Seat Ring For Non Return Valve-IS:5312 **Searched String**: ADAPTER ELBOW, PART NO. - 97113948 Elbow, Equal, 135 Degrees conforming to IS 1239 (Part 2), Elbows Reducing confirming to IS 1239 (Part 2), Laboratory Glass Adapters (V2), Laboratory Glass Adapters, Elbow, Tees and Crosses, Side Outlet, Equal conforming to IS 1239 (Part 2), Elbows, Tees and Crosses, Male, Equal confirming to IS 1239 (Part 2), Elbows, Tees and Crosses, Equal confirming to IS 1239 (Part 2), Elbows, Round, Male and Female, Equal as confirming to IS 1239 (Part 2), Twin Elbows and Sweep Tees, Male, Equal confirming to IS 1239 (Part 2), Steel Tubes, Tubulars and Other Steel Fittings as per IS 1239 (Part 2 - Steel Pipe Fittings) **Searched String**: SPRING WASHER, PART NO. - 333213000 Stainless Steel Conical Spring Washer - BHEL, Fasteners - Single Coil Rectangular Section Spring Lock Washers as per IS 3063, Stainless Steel Spring Lock Washer - Bhel-IS:3063, Hardwares (Hex Bolt & Spring Channel Nut, Anchor Fastener, Washer, Spring Washer) - BHEL, Spring Washers-IS:12511, Disc Spring (V2) conforming to IS 12511 (Part 2), Studs-IS:1862, Fasteners - Single Coil Rectangular Section Spring Lock Washers (V2) conforming to IS 3063, Circulating/Shaking Water Baths (FSSAI), Bends and Springs confirming to IS 1239 (Part 2) **Searched String**: FAN CABIN, PART NO. - 2670575808 Non Modular Piano Type Domestic Fan Regulator Conforming To IS 11037 (V2), Steel Porta Cabin, Non Modular Piano Type Domestic Fan Regulator Conforming To IS 11037, Tower Bolts (Non Ferrous Metals) (V3) ISI marked to IS 204 (Part 2), Shade Nets for Agriculture and Horticulture as per IS 16008 (Part 1) (Made from Tape Yarns), Zero Client Endpoint Device, Laptop Stand/Cooling Stand, Shade Nets for Agriculture and Horticulture as per IS 16008 (Part 2) (Shade Nets Made from Mono Filament Yarns), Plasticized PVC Tapes with Non-Thermosetting Adhesive for electrical purpose (V2) ISI marked to IS 7809 (Part 3/ Sec1), Full Body Scanner as per MHA QRs
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Radial Drilling Machine • Sensitive Drilling Machine • Drilling Machine Bench Type / Pillar Type as per IS 2425

बिड विवरण/Bid Details	
बीओक्यू शीर्षक /BOQ Title	Supply of spares for 9 Nos of Epiroc Mining India Limited make Rotary Blast Drills
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	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,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
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	No
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	BAR, TOW, PART NO. - 2694033826
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	964158.32
Payment Timelines	Payments shall be made to the Seller within **21** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation

बिड विवरण/Bid Details	
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	106
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	65
Schedule 3 ईएमडी राशि/EMD Amount (In INR)	54
Schedule 4 ईएमडी राशि/EMD Amount (In INR)	14790
Schedule 5 ईएमडी राशि/EMD Amount (In INR)	140
Schedule 6 ईएमडी राशि/EMD Amount (In INR)	283
Schedule 7 ईएमडी राशि/EMD Amount (In INR)	17
Schedule 8 ईएमडी राशि/EMD Amount (In INR)	13
Schedule 9 ईएमडी राशि/EMD Amount (In INR)	441
Schedule 10 ईएमडी राशि/EMD Amount (In INR)	17
Schedule 11 ईएमडी राशि/EMD Amount (In INR)	25
Schedule 12 ईएमडी राशि/EMD Amount (In INR)	3333

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	6

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

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

(d).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, Kusmunda Area
SECL, Kusmunda Area, District - Korba, State - Chhattisgarh, Pincode - 495454
(South Eastern Coalfields Limited, Kusmunda Area)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/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. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. **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.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

Contract will be awarded schedule wise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / **Evaluation Schedules**	अनुमानित मूल्य / **Estimated Value**	वस्तु/श्रेणी / **Item/Category**	मात्रा / **Quantity**
Schedule 1	5289.14	Male-female Elbow, Part No. - 2658823961	1
Schedule 2	3261.52	Hose Hyd., Part No. - 2670123005	2
Schedule 3	2704.56	Hose, Part No. - 70019690	1
Schedule 4	739497.74	Bar, Tow, Part No. - 2694033826	1
Schedule 5	6980.88	O Ring, Part No. - 663210319	4
Schedule 6	14145.84	Kit Bolt, M12 X 65 Sq Bolt Plus Nut, Part No. - 2694348224	36
Schedule 7	844.88	Mount Bracket, Part No. - 2697121339	1
Schedule 8	670.24	Tee -1by2 Inch, Part No. - 2694039708	1
Schedule 9	22044.76	Ball Valve, Part No. - 2697120984	2
Schedule 10	851.96	Adapter Elbow, Part No. - 97113948	1
Schedule 11	1239	Spring Washer, Part No. - 333213000	10
Schedule 12	166627.8	Fan Cabin, Part No. - 2670575808	6

MALE-FEMALE ELBOW, PART NO. - 2658823961

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Vijay Nayak	495454,SECL KUSMUNDA AREA	1	120

HOSE HYD., PART NO. - 2670123005

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Vijay Nayak	495454,SECL KUSMUNDA AREA	2	120

HOSE, PART NO. - 70019690

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Vijay Nayak	495454,SECL KUSMUNDA AREA	1	120

BAR, TOW, PART NO. - 2694033826

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Vijay Nayak	495454,SECL KUSMUNDA AREA	1	120

O RING, PART NO. - 663210319

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Vijay Nayak	495454,SECL KUSMUNDA AREA	4	120

KIT BOLT, M12 X 65 SQ BOLT PLUS NUT, PART NO. - 2694348224

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Vijay Nayak	495454,SECL KUSMUNDA AREA	36	120

MOUNT BRACKET, PART NO. - 2697121339

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Vijay Nayak	495454,SECL KUSMUNDA AREA	1	120

TEE -1BY2 INCH, PART NO. - 2694039708

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File

BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Vijay Nayak	495454,SECL KUSMUNDA AREA	1	120

BALL VALVE, PART NO. - 2697120984

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Vijay Nayak	495454,SECL KUSMUNDA AREA	2	120

ADAPTER ELBOW, PART NO. - 97113948

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Vijay Nayak	495454,SECL KUSMUNDA AREA	1	120

SPRING WASHER, PART NO. - 333213000

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Vijay Nayak	495454,SECL KUSMUNDA AREA	10	120

FAN CABIN, PART NO. - 2670575808

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Vijay Nayak	495454,SECL KUSMUNDA AREA	6	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. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

   SECL KUSMUNDA
   Account No.
   11070549047
   IFSC Code
   SBIN0007405
   Bank Name
   State Bank of India
   Branch address
   SBI Kusmunda, 495454.
   .
   Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

3. **Forms of EMD and PBG**

   Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

   SECL KUSMUNDA
   Account No.
   11070549047
   IFSC Code
   SBIN0007405
   Bank Name
   State Bank of India

Branch address
SBI Kusmunda, 495454.
. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

4. **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.

5. **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 %.

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. **Rate Contract**

   Bidder's offer is liable to be rejected if they dont upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. **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

9. **Scope of Supply**

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

10. **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.

11. **Buyer Added Bid Specific ATC**

    Buyer Added text based ATC clauses

Procurement of Spares for 09 Nos. Epiroc Mining India Limited Make (07 Nos. IDM70E Model & 02 Nos. IDM30D Model) Rotary Blast Hole Drills working at Kusmunda OCP.

SECHDULE OF REQUIREMENT:

S. No.	Item Description	Qty	UOM

01	MALE/FEMALE ELBOW, PART NO. - 2658823961	1	NOS
02	HOSE HYD., PART NO. - 2670123005	2	NOS
03	HOSE, PART NO. - 70019690	1	NOS
04	BAR, TOW, PART NO. - 2694033826	1	NOS
05	O RING, PART NO. - 663210319	4	NOS
06	KIT BOLT (M12 X 65 SQ BOLT + NUT), PART NO. - 2694348224	36	NOS
07	MOUNT BRACKET, PART NO. - 2697121339	1	NOS
08	TEE -1/2"B, PART NO. - 2694039708	1	NOS
09	BALL VALVE, PART NO. - 2697120984	2	NOS
10	ADAPTER ELBOW, PART NO. - 97113948	1	NOS
11	SPRING WASHER, PART NO. - 333213000	10	NOS
12	FAN CABIN, PART NO. - 2670575808	6	NOS

ELIGIBILITY CRITERIA

Indented items are to be procured from OEM/ OES of the equipment for which the tendered items are applicable or OPM / Proven source/MSE / Start-up of the tendered items or sole selling agent/authorized dealer/distributors of OEM /OES/ OPM.

OEM: - Means Original Equipment Manufacturer.

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 providing technical services would be treated as OES.

OPM: - Means Original Parts Manufacturer falling under the following categories:

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

The status of a manufacturer as OPM will be determined on fulfilling any one of the following criteria:

1. On submission of the following documents by OPM: -

a. Self-certificate, of being manufacturer of the Assemblies/ Sub-assemblies/ Components, etc.

b. Self-certified copies of Purchase Orders in support of proof of having supplied to OEM or copy of an Agreement of the OEM with OPM, for the above items.

c. Self-certified copy of performance certificate from the end user to assess the proven-ness credibility of the OPM based on the following criteria: -

"Assemblies/ sub-assemblies/ components and their spares /etc. offered by the OPM must have been supplied in the past to CIL / subsidiary companies or other PSUs / Govt. departments/Private organizations and these should have performed satisfactorily for a period of not less than one year from

the date of fitment/ commissioning".

If the above-mentioned declaration/ information/ documents submitted by the OPM are subsequentl y found false or forged/ tampered in any way, the total responsibility shall lie with the OPM and CIL/ Subsidiary companies shall reserve the full right to take suitable penal action as may be deemed fit including banning of business, apart from forfeiture of EMD, Security Deposit etc.

OR,

2. The manufacturer whose supplied assemblies/ sub-assemblies/ components to the OEM, have been decla red fitted on the equipment by the OEM. In such cases, documents mentioned under 1(a), 1 (b) and 1(c) abo ve are not required for declaring them as OPM.

OR,

3. The manufacturer whose supplied assemblies/ sub-assemblies/ components were found fitted on the equ ipment at the time of physical verification by the Committee. In such cases, documents mentioned under 1(a), 1(b) and 1(c) above are not required for declaring as OPM.

Once OPM has been identified, no documents related to the identification are required to be submitted by t he OPM in each separate procurement case.

In case the performance of two consecutive supplies made by the OPM in a subsidiary company is not found satisfactory, its name will be deleted from the list and the said OPM after issue of a notice will not be consid ered for further issuance of enquiry.

If the OPM does not supply directly to CIL as a matter of its corporate policy, it may nominate distributor/ de aler/ agent for a particular Subsidiary company and on such authorization, procurement may be made from such authorized distributor/ dealer/ agent.

In case, any specific purchase order(s) has/have not been fully executed and any complaint/claim is pendin g, then details of such cases to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will sol ely be their responsibility and appropriate action will be taken by CIL/Subsidiary Company if it is subsequen tly found to be misleading/false/ forged.

However, SECL reserve the right to verify the above or get performance directly from the concerned buyers /customers/end users of the items supplied by the bidders against supply order.

SOLE SELLING AGENT/AUTORIZED DEALER/DISTRIBUTORS ARE ALSO REQUIRED TO SUBMIT FOLLO WING DOCUMENTS:

Sole selling agent/authorized dealer/distributor will also submit **tender specific authorization letter from their principa**l to quote against the tender. The authorization letter dully notarized & self-attested for specifi c tender should be submitted along with their offer by the firm quoting on behalf of their principal.

Sole selling agent/authorized dealer/distributor participating in the tender on behalf of one manufacturer will not be allowed to quote on behalf of another manufacturer along with the first manufacturer.

All documents as stated above should be dully self-authenticated & notarized and should be submitted alon g with its on-line required documents. Failure to submit the above documents may render a tender unaccept able.

Provenness Criteria:

(A) Proven Manufacturer: Bidders qualifying the following criteria shall be considered as Proven manufactu rer.

(a)**Manufacturing Proof**: - Submit a copy of valid registration certificate showing their manufacturing activ ity (with the list of items covered therein) **issued by Govt organization establishing status as manufa cturer of tendered item or tendered item of higher specification.**

(b) Proven Source:- Sources who have manufactured & supplied the tendered items during last 5 years fr om the date of Tender opening in the past to CIL/Subsidiary Companies or other PSUs/Government Departm ents/ Government Organizations/ Private organizations; and these items have performed satisfactorily for a period of not less than one year from the date of fitment/commissioning or in case of goods whose life is less than one year, have performed satisfactorily as per the provisions of the supply orders submitted along with the offer.

For this purpose, the bidder must enclose proof of supply i.e. notarized copy of supply order issued in favour of proven source or their authorized dealer with notarized copy of challan / invoice against order received pr ior to the opening of tender.

(c)**Performance Certificate from end user: -**

Satisfactory performance certificate issued by the end user to be submitted along with the offer

Or

Self-Certificate to be submitted by the bidder-
The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer hav e been fully executed and have performed satisfactorily as per the provisions of respective Pur chase Order(s)/ Rate Contract(s) and all the complaints/claim (s) lodged by the purchaser, if an y, have been attended to and no complaints/ claims(s) are pending."

(B) Authorized dealer of the Manufacturer

(a) Bid specific authorization certificate of manufacturer and valid registration certificate of manufacturer sho wing their manufacturing activity (with the list of items covered therein) issued by Govt organization establishing status as manufacturer of tendered item or tendered item of higher specification.
(b) Proven Source:- Sources who have manufactured & supplied the tendered items during last 5 years fro m the date of Tender opening in the past to CIL/Subsidiary Companies or other PSUs/Government Departmen ts/ Government Organizations/ Private organizations; and these items have performed satisfactorily for a peri od of not less than one year from the date of fitment/commissioning or in case of goods whose life is less than one year, have performed satisfactorily as per the provisions of the supply orders submitted along with the offer.

For this purpose, the bidder must enclose proof of supply i.e. notarized copy of supply order issu ed in favour of proven source or their authorized dealer with notarized copy of challan / invoice a gainst order received prior to the opening of tender. (c) Performance Certificate from end user: -
Satisfactory performance certificate issued by the end user to be submitted along with the offer
Or
Self-Certificate to be submitted by the bidder-
The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully e xecuted and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contra ct(s) and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no complain ts/ claims(s) are pending."

NOTE:

- Make and Model is mandatorily required to be submitted in Bid itself. The bid without make or model will not be considered technically acceptable. The bidder must refrain from providing make such as NA, Unbranded, Multiple Makes, Blank etc. Bids with such details will not be considered technically acceptable.
- The bidder must ensure one to one fitment and installation in terms of fitment, functionality and synchronizat ion and other entire technical parameters of their offered items.

However, SECL reserve the right to verify the quality directly from the concerned buyers/customers/end users of the items supplied by the bidders against supply.

Note: Provision should be made during tendering in GeM portal that OEM/OPM /OES can also part icipate in the tender.

Start-ups and Micro & Small Enterprises (MSEs):-

Start-ups: - Start-ups means an entity, incorporated or registered in India not prior to ten years, with annu al turnover not exceeding Rs 100 Crores in any preceding financial year, working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation. Provided that such an entity is not formed by splitting up or reconstruction of business already in existence. Provided also that an entity shall cease to be a startup if its turnover for previous financial years has exceeded Rs 100 Crores, or it has completed 10 year s from the date of incorporation / registration. In order to avail benefits provided to Startups, the entity is to be recognized by DPIIT [GSR No. 127E dated 19.02.2019 of Gazette of India].

Micro & Small Enterprises (MSEs):-Definition of MSEs shall be as per public procurement policy for Micr o and Small Enterprises Order, 2012 dated 23.03.2012, subsequent Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018 dated 09.11.2018 & thereafter subsequent amendments, if any.

Relaxation of norms for Start-ups & MSE's regarding prior experience - turn over criteria:

The prior experience and turnover criteria are not applicable for Start-ups & MSEs in the tender.

Against the tender, if bidders in their offer have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the TIA, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a '**Proforma for Equipment and Quality Control'(as per Annexure-1)** has to be enclosed in the tender documents and such MSEs/ Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability may be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/ processing of offers.

It should be ensured that the designated technical authority from whom the technical capability report is being called, is furnished with copy of the enquiry, the details of equipment, quality control, man-power availability, compliance/ deviation statements and any other relevant particulars related to manufacturing/supply of the item as furnished by the firm(s) along with their tender.

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of tenders.

In case there is deficiency in technical capability of the firm, the same is to be communicated to them by TIA for improvement in the quality of their product for future tenders and clearly indicate that their offer cannot be considered for relaxation against the tender in question in order to avoid any future complications. The issues relating to technical capability may be decided by the Head of the Technical Department.

If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided date of such reports are not more than one year from the date of opening of bids.

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

- Valid BIS marking license for the quoted items.
- OR
- Rate contract issued by CIL / its subsidiary companies for the quoted items.
- OR
- Valid DGMS Approval certificate for the quoted items.
- OR
- Proven Ancillary certificate issued by the subsidiary companies for the quoted items.

The document(s) / certificate(s) furnished by the bidder for ISI markings or DGMS approval for any relaxation should be valid on date of tender opening and a copy of such document(s) / certificate valid on date of supply, duly notarized, must accompany their bills(s).

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

Note- 'Proforma for Equipment and Quality Control' is attached on the next page as 'Annexure-1'.

NOTE*:* Bidder quoting under Start-up / MSE status category and has not submitted certificates towards quality, assurance and capability from some authority like MSME, NSIC etc to prove their status as Start-up / MSE status for the tendered items, such MSEs / Startups has to submit the details of plant & machinery, qualit

y control arrangements, etc in **“Performa for Equipment & Quality Control” (**which is enclosed in the t ender documents as Annexure-1) along with their bids for verification of their technical capability.

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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 acceptanc e to all terms & conditions outlined in the e-bidding including GTC/STC and co mmercial 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 d ocument.

ii. **EMD**: Offers of the firms submitted without EMD (for non-exempted bidders) as demanded shall be summarily rejected.

a. The bidder seeking EMD exemption, must submit the valid supporting docum ent 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, bid der undertakes that their turnover has not exceeded financial limit prescribed in the startup certificate in any of the previous financial years since inception. The bidder shall specifically inform if the turnover has exceeded financial limit prescribed in the startup certificate in the any of the previous financial years si nce inception.

c. For purpose of EMD exemption in case of BIS registered bidders (OEM’s), in c ase of item wise evaluation the EMD is item wise, and bidder shall submit the BIS addendum/correspondence documents showing validity and coverage of of fered item in BIS, as it is essential information the same shall be required for d ecision for acceptance/rejection of EMD. Traders/Resellers are excluded from t he purview of this benefit.

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

EMD shall be accepted in the form of Bank Guarantee (including e-bank guara

ntee) 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 KUSMUNDA***

ACCOUNT NO. ***11070549047***

IFSC CODE ***- SBIN0007405***

BANK NAME ***: State Bank of India***

BRANCH NAME ***- SBI Kusmunda, 495454*** *.*

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.

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.)

The bidders will have to upload along with their offer, digitally signed/se lf-certifi

ed Pre- Contract Integrity Pact as per prescribed format, failing which their offer may not be considered. In terms of the Integrity Pact, the Independent External Monitor(s) (IEMs) nominated for this tender are as follows:

SN	Name of IEM	Address	e-Mail ID
1	Smt. Archana Pande y Tiwari, IRS(Retd.)	C-32, Kaustubh Vilas, Nagal Dewat, Vasant Kunj , New Delhi 110070	e-mail: ampandey2001@yahoo.com
2	Shri Otem Dai, IRS(Retd.)	Gute Gomro, C- Sector, Itanagar 791111Papum Pare District, (Arunachal Pradesh)	e-mail: otemdai@hotmail.com

In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs). SECL has signe d M.O.U with M/s. Transparency International India for implementation of integ rity pact. The integrity pa ct will be applicable for all the tenders valued at ₹2.00 Crores and a bove. The integrity pact document to be signed by the bidders as per format hereunder. This i ntegrity pact is deemed to have been signed by SECL authorities and a copy may be downloa ded by the tenderer for their record. Submission of Integrity Pact document is mandatory for t his tender. Therefore, the tenderers are advised to submit the Integrity Pact document as per bid.In event of any dispute between the management and the contractor relating t o those contra cts where Integrity Pact is applicable, in case both the parties are agreeable they may try to s ettle dispute through mediation before the panel of IEMs in a time bound manner.

vii. Copy of GST Registration certificate issued by appropriate authority of Indi a, if applicable

viii. Copy of exemption certificate towards GST (if claiming exemption) from pr acticing Chartered Accountant (CA) to the effect that bidder is fulfilling all con ditions prescribed in notification to make him exempted from registration. If a pplicable.

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

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

~~xi. Pre-dispatch inspection by M/s CMPDIL is applicable as detailed here under:~~

~~1. Pre-dispatch stage inspection of each consignment shall be carried out by Thi rd party, to be nominated by SECL, as per the terms and conditions indicated hereunder.~~

~~2. In case of placement of order, the pre dispatch inspection will be carried out b y M/s. CMPDIL, at the works of the manufacturer before dispatch of the items. The Inspection fee @ 1.0% of total equipment value inclusive of all charges, and taxes/GST plus statutory levies on inspection fee (GST) , applicable @ 18% is to be paid in advance to M/s.CMPDIL by the supplier along with inspection c all letter. The payment of inspection fee is to be made online through State Ba nk Collect and a hyperlink has already been created on CMPDIL website i.e. w ww.cmpdi.co.in for payment of the same. E-money receipt generated on-line b y State Bank of India Collect to be treated as the official money receipt issued by them to the respective suppliers, which is to submitted by the supplier alon g-with their bill/invoice. Final inspection will be carried out by the consignee re presentative at destination.~~

~~Bidder shall ensure that their quoted landed price will include inspection fee alo ng with 18% GST.~~

~~3. Stage Pre-dispatch inspection shall be carried out by Third party i.e M/s CMPD IL as per their methodology. The third Party Inspection shall include examinat ion of raw material, test certificate verification, continuous monitoring of qualit y assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by Third party will be as follows:~~

a. Checking and approval of test procedures/quality assurance plans.
b. Verification of records and documents of your works.
c. Verification of documents and test certificate of bought out items and cross checks.
d. The Supplier shall provide facilities for carrying out all necessary tests as required in the specification at your works, else these will be carried out at an independent test house at their cost
e. Final testing and checking of materials as per specifications.
f. Third party will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.
g. In the event of rejection/non-readiness of materials during the first visit, the manufacturer/ supplier shall pay to CMPDIL all charges including travel and hotel expenses as per CMPDIL norms/guidelines, along with inspection fee for remaining quantity of materials for second inspection visit.
h. For Re-inspection a fresh inspection call shall be raised after paying the above fees along with a copy of payment receipt and Contract/ Purchase Order .
i. Minimum 7 calendar days notice shall be given by the manufacturer to third party, inspecting agency for arranging inspection within valid delivery period as per contract.
j. The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer in spite of clearance/ acceptance by third party, inspecting agency. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.
k. Final inspection shall be arranged by the consignee after receipt of the material at our destination.
l. All documents/records such as BIS license, DGMS certificates, test reports/certificates of manufactured items/bought out items/raw material, drawing etc which is related to specification details/Quality Assurance Plan shall be produced on demand at the time of inspection.
m. Copy of third party/Pre-dispatch inspection report shall be submitted at the time of supply to consignees. Normal validity period of an inspection note shall be thirty (30) days , by which period the supplier must dispatch/deliver the accepted goods to the consignee in terms of the contract.

4.Firm has to offer their Final landed price (C) in GeM portal as illustrated below.

Price (Rs)
A= Equipment/Item Price inclusive of all taxes /GST , duties, local levies/transportation/ loading-unloading and any other charges.
B= CMPDIL Inspection fee @ 1% on (A) plus statutory levies on inspection fee (GST-applicable @ 18%)
C= Final landed price (A+B)

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

5. The Manufacturer/ Firm, intending to submit the Pre-Dispatch Inspection (PDI) Fees online through SB collect has to follow the following steps: –

i) Visit CMPDIL site (www.cmpdi.co.in).

ii) Click on the link of State Bank Collect to pay Inspection Fee.
iii) Click the acceptance of terms & conditions and then click the proceed button.
iv) Next page will open. Here you select the state as Jharkhand and then select the type of institution as PSU-Public Sector Undertaking, then press go button.
v) Next page will open requesting to you select PSU name, here you select CMPDIL Ltd. & then press the submit button.
vi) Next page will open, requesting to select the payment category. Here you select "INSPECTION FEES".
vii) Automatically, you will be transferred to next page requesting to you to provide details of payment. Here you are required to fill the data as requested in each row including the remarks.
viii) After filling all the required data, press the submit button, you will be transferred to next page, which will request to verify the details and confirm the details. Press confirm button if entry made are correct otherwise press cancel. If you press Confirm then you will be transferred to next page where payment option will appear.
ix) On this page, you will find the various modes of e-payment of different banks i. e. net- banking, debit card, credit card etc.
x) At this page you are requested to make the payment by selecting the appropriate mode of payments offered by different banks as per your choice.
xi) After making the payment please take out the prints of e-receipt which should subsequently be submitted to us as a proof of payment made to CMPDIL along with inspection call letter.
xii) The inspection call is required to be submitted online on the email id: gmenm.cmpdi@coalindia.in with copy to gmenm.secl@coalindia.in, gmmm.secl.cil@coalindia.in in the following manner.
a. A Covering letter on your letter head giving the details of inspection.
b. Inspection Call duly stamped and signed, addressed to GM (E&M) CMPDIL in the required format on your letter head.
c. Copy of e-money receipt for the PDI Fee deposited online.
d. Copy of the respective complete supplied order against which inspection s call is raised.
All the above four documents are to be submitted in separate PDF files.

FORMAT FOR INSPECTION CALL

To

The General Manager (E&M),

CMPDILL Ltd., Gondwana Place, Kanke Road,

Ranchi-834031

(Ph 0651-2230876, Fax 0651-2230127)

INSPECTION CALL

(TO BE TYPED IN Company's Letter Head)

Name of Subsidiary Company of CIL	Inspection Call Ref. No. & Date:
Manufacturers' Name with Address & Tel/Mobile phone No.:	P.O. No./ R.C. No./Amendment /etc.: Date:

Contact Person Details: Tel./Mobile Phone No.: email id:	Status of supply order: Running Order / New Order: (Please tick the appropriate one)
Place of Inspection	Brief Description of Material:
Qty. of Offered Material:	Value of Offered Material:
Date of readiness of Material: Proposed date of Inspection:	Basic Value: Consignment Value: (Including of all Taxes)
Inspection Fee @ 1% of Consignment value (Inclusive of GST, Packing & Forwarding charges, Insurance, Freight etc. after deduction of TDS if applicable) Rs GST @18% or as applicable on the date of submission of PDI Fee Rs.: Total:	Details of e- receipt payment generated after paying the inspection Fee on SB collect: 1. E-receipt no.: Date: 3. Amount in Rs.:
Note: 1. Inspection fee and related charges is being sent on email id: gmenm.cmpdi@coalindia.in with a copy to gmenm.secl@coalindia.in & gmmm.secl.cil@coalindia.in. 2. Copy of Purchase Order to be enclosed with inspection call.	

(N.B.: Letter submitted by the Agents/Distributor/ Dealer/Channel Partner etc for inspection of goods would be accompanied by a certificate from the manufacturer that – "the goods offered for inspection as indicated in the letter have been manufactured by them (Name of the Manufacturer)."

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-450 21/2/2017-PP- (BE-II)- Part 4 Vol II dated 19.07.2024 issued by Department for promotion of Industry and Internal Trade (DPIIT) and subsequent amendments if any.

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

CERTIFICATE TOWARDS LOCAL CONTENT

(To be submitted FROM OEM of offered product)

Bid No and Date

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

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

Address of Location where local value is added _____

_____

_____

Authorized Signatory of OEM of primary product

Name & designation

Date:

Seal of the firm and signature

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

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

~~UDIN No. _____~~

~~NOTE:~~

~~If tender value is Rs. 10.00 Crores and above the above certificate needs to be issued through statutory auditor or cost auditor if the OEM is a company and from a practicing Cost Accountant or practicing Chartered Accountant f~~

~~or OEMs other than company as per provision of MII policy.~~

1. The items, notified as having sufficient local capacity and competition, shall m andatory be sourced from Class-I local suppliers in SI/ EPC/ Turnkey Contracts/ S ervices 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 evalu ation)

3. For contracts involving multiple items, weighted average of all items to be tak en while calculating local content.

1. VERIFICATION OF LOCAL CONTENT

a. The bidder shall submit self-certificate for local content in the quoted item at th e time of tendering. In cases of procurement for a value in excess of Rs. 10 crore s, the Class-I local supplier/ 'Class-ll local supplier shall be required to provide a c ertificate from the statutory auditor or cost auditor of the company (in the case o f companies) or from a practicing cost accountant or practicing chartered accoun tant (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 (good s/works/services) at the time of tendering. However, at the time of execution of t he project (herein to be considered as time of supply of goods/submission of bill f or payment), for all contracts above INR 10 Crore, the contractor/ supplier shall b e required to give local content certification duly certified by cost/ chartered acc ountant 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 Acc ountant within 21 days after completion of the contract. In case the contractor/ s upplier 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-l ocal, a penalty upto 10% of the contract value may be imposed.

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

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

CIL / Subsidiary Companies may constitute committees with internal and externa l 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 procure d (subject to a maximum of Rs. 5 Lakh), whichever is higher, is to be submitted a long 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 interes t

iv. Further if at a later stage it is found that the above provided information is fal se/misleading/incomplete their offer may be treated as unresponsive .False decl

arations will attract banning of business of the bidder or its successor(s) for a per iod of up to two years as per Clause - 6.13 of CIL Purchase manual-2nd Edition 20 25 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 requi rements 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 an y.

iii. After evaluation of the uploaded documents, shortfall/clarification document s, if required, shall be sought from all the bidders. For shortfall/ clarification only 01 (ONE) chance will be given. The time period for reply to the clarification will b e for 7(SEVEN) days only. Non receipt of communication from GeM will not be ac cepted as a reason of non-submission of documents within prescribed time. The bidders will upload and submit the requested documents, if any, within the speci fied period.

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

NOTE: The submission of forged document, if any, by the bidder(s), shall be dealt as per extant guideline of GeM GTC and ATC or Clause - 6.13 of CIL Purcha se 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 Tende r 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 BILLS: Upon dispatch of the Goods to the consignee, the s upplier shall notify the Ultimate Consignee and deliver the following documents at the time of arrival of goods at consignee end:

a. GeM invoice for each line item of the contract and corresponding Supplier's Tax invoice for the same showing Contract Number, Goods description, quant ity, unit price, total amount.
b. Local content certificate as per MII policy, duly certified by CA/statutory or c ost auditor as applicable, as mentioned in commercial ATC clause (in case of contracts having value above 10 crores only). The certificate shall be for com

plete contract (irrespective of supplies to be done in single or multiple consig nments) and date of certification shall be after the date of contract. NOTE: F alse certifications shall be dealt as per provisions of MII policy

c. Manufacturer's/Supplier's warranty/guarantee certificate.
d. Manufacturer’s Test & Inspection certificate.
e. Lowest Price Certificate
f. Any other certificate/document as mentioned in the contract.

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

6. PRICE:

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

b. Prices quoted must be Without Undue profiteering

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

ii. If the price quoted is higher than the controlled price in the subclause above, the Bidder shall specifically mention this fact in his bid, giving reasons for quoti ng a higher price(s). If he fails to do so or makes any misstatement, it shall be l awful 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 ot her punitive actions for violation of Code of Integrity.

Normally, no Additional Bank Guarantee (ABG) shall be sought in case of Abnorm ally Low Bids, however, in compelling circumstances, the procuring entity may a sk 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 price s after reverse auction for supply of equipment, installation and commissioning o ther charges and applicable GST, at the request of buyer only after opening of pri ce 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 submissio n 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:

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 ac ceptance of the goods at the consignee's end or submission of bills by the suppli er along with all requisite documents as per provisions of Purchase order/ contra ct, 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 co mpliance 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 fro m 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 su pplier in Order shall be checked 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 speci fications mentioned in the supply order and in the event of breach of any of the t erms 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 duti es) of any store which the successful tenderer has not been able to su pply** , 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 cont ract value.
b) To purchase elsewhere after due notice to the successful tenderer on the acc ount and at the risk of the defaulting supplier, the equipment/stores not suppli ed or others of similar description without cancelling the supply order in respe ct of the consignment not yet due for supply, or--
c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also,

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

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

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

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

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

LIQUIDATED DAMAGES on Erection & Commissioning: LD/ Penalty, if any, for delay in erection/ commissioning may be levied on the supplier at 0.5% (half percent) for each week or part thereof subject to a maximum of 10% of the landed value of the particular equipment (including taxes and duties) which the contractor has failed to commission (due to the reasons attributable to the contractor).

Note – However, no LD for 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 FINANACE MANAGER, South Eastern Coalfields Limited, KUSMUNDA AREA. (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

The Performance Security/Security Deposit equivalent to five per cent (5%) of tot

al landed value of contract (including all taxes, duties and other costs and charg es) , shall remain valid for at least 60 days after the completion of scope of suppl y and material acceptance at consignee end.

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

The Security Deposit shall be deposited through RTGS / NEFT / IMPS / other digita l modes

or in the form of a Bank Guarantee (including e-bank guarantee) as per format a s below or as per GeM format, issued/ confirmed from any of the RBI Scheduled Commercial banks in India in purchaser’s country (on a non-judicial stamp paper) within 15 days from placement of order.

In case of equipment, SDBG shall not be individual equipment wise. However, m ultiple 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 simulta neously within the specified time schedule and all of them are in the same presc ribed format of SDBG without linking to any particular equipment.

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

Security Deposit will be released with the approval of HOD of MM Department / A rea GM within 30 days after completion of supplies and acceptance of material b y the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipme nt 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.

Security Deposit may be converted into Performance Bank Guarantee (PBG) whe rever PBG is required at the option of the supplier. At the time of conversion of se

curity money into PBG, it should be ensured that the amount of PBG should not b e less than 10% of equipment landed value along with maximum annual landed value of spares & consumables/AMC/CMC. Wherever Security Deposit is converte d into PBG, the operation of such SDBG/Performance BG shall be guided by Perfo rmance Bank Guarantee Clause.

If the successful tenderer fails to deposit the security deposit within 15 (fifteen) d ays 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 3 0 days from date of placement of Order, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

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

In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials eith er 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 th ereof (period of delay is to be calculated from the 31st day from the date of plac ement of Order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 5% of the contract value.

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

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

NOTE: All Central/State Government Organization/PSUs, Govt. Ministries, Depar tments, Attached and Subordinate Offices, Autonomous bodies formed by the go vernment 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. Sub

mission of Security Deposit is exempted for the contracts having value upto 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:~~

1. ‘No Claim Certificate’ from the concerned HOD (User Dept.) indicating that there is no claim pending.
2. ‘No Claim Certificate’ from the contractor indicating that there is no claim pending and that there is no dispute pending as per format below:

No Claim Certificate

(On company letterhead)

To,

(Contract Executing Officer)

Procuring Entity_____

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. ---------- dated ----------for the supply of ----------

We have received the sum of Rs. (Rupees _____ only) in full and final settlement of all the payments due to us for the supply of under the above-mentioned contract agreement, between us and (CIL or Subsidiary). We hereby unconditionally and without any reservation whatsoever, certify that we have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or

officer authorized to sign the contract documents

on behalf of the contractor

(company stamp)

Date:

Place:

However, in case there is no dispute pending and contractor has issued ‘No Claim Certificate’ but ‘No Claim 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 bee n 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 prescri bed format in line with the contract stipulations, the PBG amount may be deduct ed from the first bill or in case of insufficient amount, from subsequent bill(s) of t he supplier till the full PBG amount is deducted. This amount shall be refunded t o the supplier upon acceptance of PBG submitted by them.

In the event of breach of a contract / failure of fulfilment of contractual obligation s by the supplier, the Performance Bank Guarantee shall be forfeited and encash ed / credited to the procuring entity's account with the approval of concerned Di rector (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 Syste m (SFMS).

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

Issuing Ban k, Branch a nd Address	i	Name of Bank	
	ii	Issuing Bank Branch IFSC	
	iii	Issuing Bank Address	
	iv	Contact No (Mobile No) of Issuing bank **MANDATORY FIELD**	
	v	Email ID of issuing bank(For invocation/written cla im) **MANDATORY FIELD**	

FORMAT FOR SD/PBG BANK GUARANTEE

SOUTH EASTERN COALFIELDS LIMITED, BILASPUR

Re: Bank Guarantee in respect of Agreement / Contract / Purchase O

rder vide no. ..... dated.....between.....(Name of Purchaser Co mpany) and.....(Name of Supplier Company) {applicable for sub sidiary contracts/Purchase Orders}

Messers.....a Company / Firm having its office at No..... .....(hereinafter called 'the Contractor') has entered into t he Agreement / Contract / Purchase Order vide no.....dated.....(h ereinafter called 'the said agreement') with Coal India Limited, Kolkata on be half of...../ Purchaser Company (Name of the concerned subsidiar y Company) (hereinafter called 'the Company') to supply..... stores/m aterials amounting to Rs..... on the terms and conditions contained in t he said Agreement.

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

We .....(Name of the Bank) do hereby unconditionally a gree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without a ny objection or demur pay to the Company, the said sum of Rs..... or any portion thereof without requiring the company to have recourse to any legal r emedy that may be available to it to compel the Bank to pay the same or calli ng on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this g uarantee. The Bank shall not be entitled to withhold payment on the ground t hat the contractor has disputed its liability to pay or has disputed the quantu m of the amount or that any arbitration proceeding or legal proceeding is pen ding between the Company and the contractor regarding the claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the ..... day of..... but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contra ctor and the Company, the Bank shall renew the period of the guarantee failin g which it shall pay to the Company the said sum of Rs....., or such le sser amount out of the said sum of Rs.....as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... are full y satisfied and the company certifies that the agreement has been fully carrie d out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the f ullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from

time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the .....day of .....20….and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

Controlling Officer of the bank:

Name:

Address:

Telephone No:

Branch of the Bank Issuing BG:

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

Place.....

Signature of the authorized person(s)

For and on behalf of the Bank

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

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

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

12. SUBMISSION OF BANK GUARANTEE's:

I) The Bank Guarantee issued by the issuing Bank on behalf of contractor/supplier in favour 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 (IFSC- ICIC0000282) as the case may be.

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

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

1	Name of the Beneficiary and his Details	i	(Beneficiary Details)	South Eastern Coalfields Limited
		ii	Area	Kusmunda
		iii	Name of Bank	State Bank of India
		iv	Bank Account No.	30285470636
		v	Department	Material Management
2	Beneficiary Bank, Branch and Address	i	Name of Bank	State Bank of India
		ii	Bank Branch Name	SME SBI Branch, Bilaspur
		iii	Branch Code	4177
		iv	Beneficiary Bank Branch IFSC	SBIN0004177
		v	Beneficiary Bank Address	SBI, Galaxy Height, Vyapar Vihar, Bilaspur – 495001,CG

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:

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

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

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

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

We further undertake that if at a later stage it is found that the above provided information is found to be false/misleading/incomplete our offer may be treated as unresponsive and suitable penal action as per bid provisions

Date

Signature of Bidder

Seal of the Firm

14. PRICE FALL CLAUSE:

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

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

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

i) Export/Deemed Export by the supplier.

ii) Sale of goods or services as original equipment prices lower than the price charged for normal replacement.

iii) Sale of goods such as drugs, which have expiry date.

iv) Sale of goods or services at lower price

a) on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts

b) Under any previous contracts entered into with the Central or State Government Departments, including new undertakings (excluding joint sector companies and or private parties) and bodies.

Note:

a. The currency of contract will mean the period till completion of supply.

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

Submission of offer without submission of any supply order copy of similar item(s) items, shall be considered as acceptance by the bidder that they have not rec

eived any order for the tendered / similar item(s) from any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other Private Organization

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

Certificate

"It is hereby certified that, We…… (Name of the Firm), have received the following last latest purchase/supply order (copy enclosed) for the tendered / similar item(s) from any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other Private Organization."

Tendered Item Sl no	Contract Item Sl no	Latest Contract/Supply order No and date	Name of the order placing Organization

All supply order copies as above are enclosed.

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.

15. 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, Submissio

n of offer shall be considered as acceptance by the bidder that:

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

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

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

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

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

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

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

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

The bidder (as defined in the above order) upon submission of their offer undertakes that they have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement and upon submission of their offer undertakes that they do not have any ToT arrangement requiring registration with the competent authority.

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

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

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

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

16. TERMINATION OF CONTRACT FOR DEFAULT

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

i) If the supplier fails to deliver any or all of the stores within the time period(s) s pecified in the contract, or any extension thereof granted by the Purchaser; or

ii) If the supplier fails to perform any other obligation under the contract within t he period specified in the contract or any extension thereof granted by the purch aser.

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

a) the Security Deposit is to be forfeited;

b) the purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable t o 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.

17. TERMINATION OF CONTRACT FOR CONVENIENCE

a) The Purchaser, by written notice sent to the Supplier, may terminate the Cont ract, in whole or in part, at any time for its convenience. The notice of terminatio n 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 dat e upon which such termination becomes effective.

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

i) to have any portion completed and delivered at the Contract terms and prices; and/or

ii) to cancel the remainder and pay to the Supplier an agreed amount for partiall y completed Goods and Services and for materials and parts previously procured by the Supplier.

18. 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 o n GeM. Actions on such incidents are carried out in accordance with the debarme nt order issued by the respective organization. Once the action is implemented, t he seller will be suspended from procurement activities exclusively for the conce rned 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- sec ond edition 2025. Both options shall be available to the buyer and peal action as per any one provision shall be taken based on the case at sole discretion of the b uyer.

19. GRIEVANCES AND ITS REDRESSAL:

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

1. Any supplier, contractor, or consultant that claims to have suffered or is likely to suffer loss or injury as a result of a decision/ action/ omission of CIL or its Subsi diary, may make an application for its review within a period of Five (5) days fro m 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 th e rejection of their bid, in writing or electronically, within Five (5) days of the decl aration of techno commercial or financial evaluation results.

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

a. Only a bidder who has participated in the procurement process concerned, i.e. , pre-qualification, bidder registration or bidding, as the case may be, can make s uch representation.

b. In case the pre-qualification bid has been evaluated before the bidding of Tech nical/ financial bids, an application for review in relation to the technical/ financia l 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 financi al bid, an application for review in relation to the financial bid may be filed only b

y a bidder whose technical bid is found to be acceptable.

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

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

20. SETTLEMENT OF DISPUTES THROUGH COURT OF LAW OF COMPETEN T JURISDICTION

a) When a dispute/difference arises, both the purchaser and supplier should first tr y 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 par ties fail to resolve the dispute by the above dispute resolution mechanisms, then, depending on the position of the case, either the purchaser or supplier sho uld give notice to the other party of its intention to approach the court of law.

b) 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 p rovisions:

c) Irrespective of the place of delivery, the place of performance or place of payme nt under the contract, the contract shall be deemed to have been made at the pl ace 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 C ourts of the place from where the contract has been issued.

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

a) In case of contract with a Public Sector Enterprise or Govt. Departments, the foll owing Arbitration Clause shall be considered part of contract “Administrative Me chanism for Resolution of CPSEs Disputes (AMRCD) in the Department of Public E nterprises:
In the event of any dispute or difference relating to the interpretation and applic ation of the provisions of commercial contract(s) between Central Public Sector E nterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Ta x, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/00

03/2019-FTS-10937 dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both parties."

21. In compliance to Gazette Notification issued vide 4414 Dt. 02/11/18, South Eastern Coalfields Limited (SECL) have onboarded on TReDS platforms vide following details to facilitate payment to MSME Vendors through TReDS platform:

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

In this regard, all MSE vendors of South Eastern Coalfields Limited (who haven't onboarded on TReDS till date) are once again requested to onboard on the TReDS platform by registering themselves on above platforms for availing the benefits of TReDS platform.

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

Note : All the Annexures to be duly filled are attached in Buyer Added Bid Specific ATC Document.

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12. **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---