



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5241570 Dated/दिनांक : 02-08-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-08-2024 10:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	13-08-2024 10:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Coal	
Department Name/विभाग का नाम	Coal India Limited	
Organisation Name/संगठन का नाम	South Eastern Coalfields Limited	
Office Name/कार्यालय का नाम	Secl Bilaspur Chhattisgarh	
Total Quantity/कुल मात्रा	344	
Item Category/मद केटेगरी	Revolving Chair (V4) (Q2) , Office Chair (V3) (Q2) , Plastic Moulded Chair as per IS 13713 (V2) (Q3) , Household Refrigerating Appliances as per IS 17550 (Q2)	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	Revolving Chair (V4)	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days	

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)	
Estimated Bid Value/अनुमानित बिड मूल्य	1862770
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	2100
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	15700
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	7200
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	2300
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	4700
Schedule 6 EMD Amount/ईएमडी राशि (In INR)	400
Schedule 7 EMD Amount/ईएमडी राशि (In INR)	4900

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	3

- (a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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।
- (b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.
- (c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

SECL Jamuna Kotma Area

BANKNAME: STATE BANK OF INDIA BRANCH NAME - Jamuna Colliery Pasan MP (07224) NAME OF BENEFICIARY-

SECL Jamuna Kotma Area ACCOUNT NO. -10990841032 IFSC CODE- SBIN0007224 (Secl Jamuna Kotma Area)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
भाग । वाटाविडेंट । । हाहा हा । हिन्दु कि जाहुआहे अराद परापरा	163

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
- OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
- 4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match

L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

Evaluation Method (Item Wise Evaluation Method)

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

Evaluation Schedules	Estimated Value	Item/Category	Quantity
Schedule 1	104626	Revolving Chair (v4)	2
Schedule 2	785368	Revolving Chair (v4)	57
Schedule 3	361812	Office Chair (v3)	35
Schedule 4	114840	Office Chair (v3)	36
Schedule 5	233800	Plastic Moulded Chair As Per Is 13713 (v2)	200
Schedule 6	18000	Household Refrigerating Appliances As Per Is 17550	1
Schedule 7	244324	Revolving Chair (v4)	13

Revolving Chair (V4) (2 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
GENERAL REQUIREMENT	Type of chair	High Back	
UNDERSTRUCTURE	Tilt mechanism	Knee tilt Synchronic mechanism, Synchronic tilt mechanism, Active bio synchro mechanism, Front pivot synchro tilt mechanism Or higher	
	Locking mechanism	5 Position locking, Multi position locking Or higher	
	Seat depth adjustment	Adjustable Or higher	
	Revolving mechanism	Designed with 360 degree-revolving type	
	Pedestal base	Aluminium die cast	

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
	Minimum thickness (in mm) of MS Plate Joining the backrest with seat of the chair	6.0 - 6.0 Or higher (millimeter)	
SEAT	Seat material	PU foam	
	Density of PU used in seat (kg per cubic meter)	>40<=50	
	Thickness of PU used in seat (mm)	>40<=50	
	Minimum seat height from floor surface (mm)	>500	
	Width of seat (mm)	>500	
	Depth of seat (mm)	>450<=500	
	Seat upholstery material	Leather	
	Upholstered material seat colour	Black	
BACKREST	Backrest type	Flexi back Or higher	
	Headrest type	Fixed type	
	Backrest height	Fixed, Adjustable Or higher	
	Backrest support type	Contoured back / Without lumber support	
	Backrest base frame material	Hot pressed plywood	
	Density of PU used in backrest (kg per cubic meter)	>40<=50	
	Thickness of PU used in backrest (mm)	>40<=50	
	Width of backrest (mm)	>500	
	Backrest height from the seat level	>550	
	Backrest upholstery material	Leather	
	Upholstered material backrest colour	Black	
ARMREST	Armrest type and arm movement	Fixed	
	Armrest understructure material	MS with chrome plated	
	Armrest top material	Leather	
WARRANTY	Warranty period in number of years	1, 2, 3, 4, 5 Or higher (year)	

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
TEST REPORT AND CERTIFICATION	OEM of offered product is ISO 9001 certified	Yes

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amanpreet Singh	484444,Jamuna & kotma area, madya pradesh, anupur dist- 484444	2	30

Revolving Chair (V4) (57 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERAL REQUIREMENT	Type of chair	High Back
UNDERSTRUCTURE	Tilt mechanism	Synchronic tilt mechanism, Tilt working with torsion bar mechanism, Active bio synchro mechanism, Front pivot synchro tilt mechanism Or higher
	Locking mechanism	Upright locking, Tilt limiter, 3 Position locking, 4 Position locking, 5 Position locking, Multi position locking Or higher
	Seat depth adjustment	Adjustable, Fixed type Or higher
	Revolving mechanism	Designed with 360 degree-revolving type
	Pedestal base	Glass filled nylon
	Minimum thickness (in mm) of MS Plate Joining the backrest with seat of the chair	2.0 - 6.0 Or higher (millimeter)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
SEAT	Seat material	PU foam
	Density of PU used in seat (kg per cubic meter)	>40<=50
	Thickness of PU used in seat (mm)	>30<=40
	Minimum seat height from floor surface (mm)	>400<=500
	Width of seat (mm)	>450<=500
	Depth of seat (mm)	>450<=500
	Seat upholstery material	Polyester fabric
	Upholstered material seat colour	Black
BACKREST	Backrest type	Flexi back Or higher
	Headrest type	Fixed type
	Backrest height	Fixed, Adjustable Or higher
	Backrest support type	Contoured back / Without lumber support
	Backrest base frame material	Hot pressed plywood
	Density of PU used in backrest (kg per cubic meter)	>40<=50
	Thickness of PU used in backrest (mm)	>30<=40
	Width of backrest (mm)	>450<=500
	Backrest height from the seat level	>550
	Backrest upholstery material	Polyester fabric
	Upholstered material backrest colour	Black
ARMREST	Armrest type and arm movement	Fixed
	Armrest understructure material	PP - Polypropylene
	Armrest top material	PP - Polypropylene
WARRANTY	Warranty period in number of years	1, 2, 3, 4, 5 Or higher (year)
TEST REPORT AND CERTIFICATION	OEM of offered product is ISO 9001 certified	Yes

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amanpreet Singh	484444,Jamuna & kotma area, madya pradesh, anupur dist- 484444	57	30

Office Chair (V3) (35 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
GENERAL REQUIREMENT	Chair type	Non-revolving and non-tilting chair with armrest	
UNDERSTRUCTURE	Chair understructure type	Cantilever	
	Understructure material	ERW tube conforming to IS : 1161 latest	
	The shape of tubular section of understructure	Round	
	Section Size (Diameter/Sides) of understructure	25 mm	
	Understructure wall thickness (mm)	2	
	Castor	No	
	Shoe/Studs material	NA	
SEAT	Seat material	PU foam	
	Density of PU used in seat (kg per cubic meter)	>40<=50	
	Thickness of PU used in seat (mm)	>30<=40	
	Minimum seat height from floor surface (mm)	>400<=500	

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Width of seat (mm)	>400<=450
	Depth of seat (mm)	>400<=450
	Seat upholstery material	Polyester fabric
	Upholstered material seat colour	Black
BACKREST	Backrest base frame material	Hot pressed plywood
	Backrest material	PU foam
	Density of PU used in backrest (kg per cubic meter)	>40<=50
	Thickness of PU used in backrest (mm)	>30<=40
	Width of backrest (mm)	>400<=450
	Backrest height from the seat level	>450<=550
	Backrest upholstery material	Polyester fabric
	Upholstered material backrest colour	Black
ARMREST	Armrest type	Overhanging armrest
	Armrest movement	Fixed
WARRANTY	Warranty period in number of years	1, 2, 3, 4, 5 Or higher (year)
TEST REPORT AND CERTIFICATION	OEM of offered product is ISO 9001 certified	Yes

S.No./क्र सं.	Consignee Reporting/Officer/ परेषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amanpreet Singh	484444,Jamuna & kotma area, madya pradesh, anupur dist- 484444	35	30

Office Chair (V3) (36 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERAL REQUIREMENT	Chair type	Non-revolving and non-tilting chair with armrest
UNDERSTRUCTURE	Chair understructure type	Cantilever
	Understructure material	ERW tube conforming to IS : 1161 latest
	The shape of tubular section of understructure	Round
	Section Size (Diameter/Sides) of understructure	25 mm
	Understructure wall thickness (mm)	1.6
	Castor	No
	Shoe/Studs material	PVC
SEAT	Seat material	Hot pressed plywood
	Density of PU used in seat (kg per cubic meter)	>30<=40
	Thickness of PU used in seat (mm)	<=30
	Minimum seat height from floor surface (mm)	>400<=500
	Width of seat (mm)	>400<=450
	Depth of seat (mm)	>400<=450
	Seat upholstery material	Leatherette
	Upholstered material seat colour	Black
BACKREST	Backrest base frame material	Hot pressed plywood
	Backrest material	Moulded PU
	Density of PU used in backrest (kg per cubic meter)	>30<=40
	Thickness of PU used in backrest (mm)	>30<=40
	Width of backrest (mm)	>400<=450

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Backrest height from the seat level	>450<=550
	Backrest upholstery material	Leatherette
	Upholstered material backrest colour	Black
ARMREST	Armrest type	Continuous armrest
	Armrest movement	Fixed
WARRANTY	Warranty period in number of years	1, 2, 3, 4, 5 Or higher (year)
TEST REPORT AND CERTIFICATION	OEM of offered product is ISO 9001 certified	Yes

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amanpreet Singh	484444,Jamuna & kotma area, madya pradesh, anupur dist- 484444	36	30

Plastic Moulded Chair As Per IS 13713 (V2) (200 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Generic	Type of Chair	Single Piece Plastic Moulded	
	Seat Cushion	Without	
	Back Cushion	Without	
	Plastic Material	Polypropylene	

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Arms	With Arms
Dimension and Weight	Seat Width in mm (+/- 5 mm)	550
	Seat Depth in mm (+/- 5 mm)	550
	Thickness of Polyurethane Foam Used in Seat in mm (+/- 2 mm)	No Cushion
	Density of PU Foam in KG per Cum	No Cushion
	GSM/Thickness of Fabric (Gram per Sq Meter)	230 gsm
	Thickness of Polyurethane Foam Used in Backrest in mm (+/- 2 mm)	No Cushion
	Fabric Material composition used for Cushion Cover	NA
Support / Under	Support/Under Structure	Single Moulded Piece No Support Structure
Structure	Support Structure Finishing	Sigle Moulded Piece No Support Structure
Warranty Period	Warranty Period in Number of Years	1

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amanpreet Singh	484444,Jamuna & kotma area, madya pradesh, anupur dist- 484444	200	30

Household Refrigerating Appliances As Per IS 17550 (1 pieces)

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

Bis Required Yes

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Application and Scope	Description/ Intended Application/ general scope of supply	Refrigerators have a wide range of applications, primarily focused on food preservation and convenience.	
Specification	Conformity to Indian Standrad	IS 17550	
Genric	Refrigerating Appliance Technology	Frost-free	
	Total Volume for Direct Cool	NA	
	Total Volume for Frost-free	241-260, 261-300, 301-350	
	Type of Door	Double	
	BEE Star Rating (Note- Ratings are valid for a specific duration of time and may undergo revisions from time to time)	2 star, 3 star, 4 star, 5 star Or higher	
Finish and Colour	Type of Finish	Plain Design	
	Colour (Actual Colour depends on Model quoted and options applicable to the particular Model) Buyer/Seller may mutually decide actuals accordingly after placement of Contract	Shades of Grey	
Warranty	Warranty on Product (Year)	1 Or higher	
	Warranty on Compressor (Year)	10 Or higher	
Certification / Test Report	Type of lab which carried out Test of Complete Product to prove the conformity of product as per Governing Specification	Certificate of Govt. Lab/NABL/ILAC accredited	
	Agree to provide all relavant documents Test Report/suuporting document /reports etc to the buyer at the time of bidding or on demand	Yes	

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amanpreet Singh	484444,Jamuna & kotma area, madya pradesh, anupur dist- 484444	1	30

Revolving Chair (V4) (13 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
GENERAL REQUIREMENT	Type of chair	High Back	
UNDERSTRUCTURE Tilt mechanism		Knee tilt Synchronic mechanism, Synchronic tilt mechanism, Tilt working with torsion bar mechanism, Active bio synchro mechanism, Front pivot synchro tilt mechanism Or higher	
	Locking mechanism	4 Position locking, 5 Position locking, Multi position locking Or higher	
	Seat depth adjustment	Adjustable, Fixed type Or higher	
	Revolving mechanism	Designed with 360 degree-revolving type	
	Pedestal base	Mild steel chrome plated	
	Minimum thickness (in mm) of MS Plate Joining the backrest with seat of the chair	2.0 - 6.0 Or higher (millimeter)	
SEAT	Seat material	PU foam	
	Density of PU used in seat (kg per cubic meter)	>40<=50	
	Thickness of PU used in seat (mm)	>40<=50	
	Minimum seat height from floor surface (mm)	>400<=500	
	Width of seat (mm)	>400<=450	
	Depth of seat (mm)	>500	
	Seat upholstery material	Polyester fabric	

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
	Upholstered material seat colour	Black, Blue	
BACKREST	Backrest type	Flexi back Or higher	
	Headrest type	Adjustable type	
	Backrest height	Fixed, Adjustable Or higher	
	Backrest support type	Adjustable lumber support	
	Backrest base frame material	Injection moulded plastic	
	Density of PU used in backrest (kg per cubic meter)	NA	
Thickness of PU used in backrest (mm)		NA	
	Width of backrest (mm)	>400<=450	
	Backrest height from the seat level	>550	
	Backrest upholstery material	Polyester fabric	
	Upholstered material backrest colour	Black, Blue	
ARMREST	Armrest type and arm movement	Adjustable (up and down)	
	Armrest understructure material	PP - Polypropylene	
	Armrest top material	PU - Polyurethane	
WARRANTY Warranty period in number of years		1, 2, 3, 4, 5 Or higher (year)	
TEST REPORT AND CERTIFICATION	OEM of offered product is ISO 9001 certified	Yes	

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Amanpreet Singh	484444,Jamuna & kotma area, madya pradesh, anupur dist- 484444	13	30

Special terms and conditions-Version:1 effective from 18-06-2024 for category Revolving Chair (V4)

1.

Special Terms and Conditions

- 1. The colours for the Seat and Back, are specified based on the procurement done by various buyers on GeM.
- 2. Sellers are advised to refrain from uploading any catalogue selecting image colour other than the option chosen for the catalogue, as available in the category. Any mismanagement of this will be treated seriously as per GeM policies.
- 3. In case buyer requires to buy any other colour not covered in the category, same may be specified under additional parameters while creating the bid. The colours mentioned in the additional parameters by the buyer in the bid shall prevail over the colours indicated in the catalogue.
- 4. Sellers are advised to check the complete bid document while offering their prices.

Special terms and conditions-Version:1 effective from 25-06-2024 for category Office Chair (V3)

1.

Special Terms and Conditions

- 1. The colours for the Seat and Back, are specified based on the procurement done by various buyers on GeM.
- 2. Sellers are advised to refrain from uploading any catalogue selecting image colour other than the option chosen for the catalogue, as available in the category. Any mismanagement of this will be treated seriously as per GeM policies.
- 3. In case buyer requires to buy any other colour not covered in the category, same may be specified under additional parameters while creating the bid. The colours mentioned in the additional parameters by the buyer in the bid shall prevail over the colours indicated in the catalogue.
- 4. Sellers are advised to check the complete bid document while offering their prices.

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

1. Scope of Supply

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

2. Generic

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

3. 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.

4. Forms of EMD and PBG

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

SECL Jamuna Kotma Area payable at Jamuna Colliery

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

5. 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.

6. Generic

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

7. Warranty

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

8. Forms of EMD and PBG

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

SECL Jamuna Kotma Area payable at Jamuna Colliery

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

9. Generic

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

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

10. Generic

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

11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

As per GeM GTC guidelines the participation by the Seller in e-bidding shall be construed as hi s/her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, S TC and Commercial terms of ATC. Any other terms & conditions/deviations from the current bi d document offered by the seller in any form will be considered void and

1. INSTRUCTION TO BIDDERS:

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

1. Declarations, certificates (wherever applicable) etc. required as per bid document.

2. EMD EXEMPTION:

- a. The bidder seeking EMD exemption, must submit the valid supporting document as per G eM GTC with the bid. Under MSE category, only manufacturers for goods and Service Provi ders for Services are eligible for exemption from EMD. **Traders are excluded from the p urview of this Policy.**
- b. For purpose of EMD exemption, by submission ofvalid Startup certificate, bidder undert akes that their turnover has not exceeded Rs.100 Cr. in any of the previous financial years since inception. The bidder shall specifically inform if the turnover has exceeded Rs.100 Cr in the any of the previous financial years since inception.

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

- 3. Any Central/State Government Organization/PSU shall be exempted towards submission of EMD
- 4. 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 sa me will have to be submitted directly to the Buyer within 5days from bid opening date. (Copy of SF MS by issuing bank should also be submitted along with hard copy of the Bank Guarantee)
- 5. **MSE PREFERENCE:** The bidder seeking MSE preference, must submit valid UDYAM certificate wh ich shall remain valid for the entire period of finalization of tender. As per the latest directives of G ovt. 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.
- 6. Integrity Pact duly signed and stamped indicating the name and designation/capacity of the signatory. (If applicable)
- 7. Copy of GST Registration certificate issued by appropriate authority of India , if applicable
- 8. Copy of exemption certificate towards GST (if claiming exemption) from practicing Chartered Accountant (CA) to the effect that bidder is fulfilling all conditions prescribed in notification to make him

exempted from registration. If applicable.

- 9. Certificate for Local Content in line with ATC clause and reference format provided for purchase preference for Make in India.
- 10. In case Banned/Delisted/Debarred/Put on Holiday by any organization, necessary detail s/documents to be submitted, if applicable.
- 11. Other documents required as per bid/to be submitted by the bidder, if any.
- 12. Ensuring submission of valid and authentic documents will be sole responsibility of the bidder. Further if at a later stage it is found that the above provided information is false/misleading /incomplete their offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident Management Policy may be taken against them.

Ensuring submission of valid and authentic documents will be sole responsibility of the bidder. Further if at a later stage it is found that the above provided information is false/misleading/incomplete their offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident Management Policy may be taken against them.

CERTIFICATE TOWARDS LOCAL CONTENT FROM OEM
We do hereby certify that the item/s offered against the tender are manufactured at our factor y situated at
The items offered meets minimum local content criteria for Class Local Supplier in pursua nce to the Public Procurement (Preference to Make in India) Order.
Address of Location/Factory where local value is added
Authorized Signatory of OEM
Date:
Seal of the firm
I/We (Name of the auditor) are statutory/cost auditor of (Name of the OEM) and are authorized to submit the above certification as per MII Policy.
-
-
-
Signature & Stamp of statutory auditor or cost auditor of the firm
<u>UDIN No</u>
-
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 tor practicing Chartered Accountant for OEMs other than company.

2. EVALUATION OF BID/ SHORT FALL DOCUMENTS:

- i. All the offers will first be scrutinized to see whether they meet the basic requirements as incorp orated in the bid document.
- ii. Purchaser will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/ confirmation, if any.
- iii. After evaluation of the uploaded documents, shortfall/clarification documents, if required, shall be sought from all the bidders. For shortfall/ clarification only 01 (ONE) chance will be give n. The time period for reply to the clarification will be for 7(SEVEN) days only. Non recei pt of communication from GeM will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload and submit the requested documents, if any, within the specified period.
- iv. Bidders are hereby informed that all correspondence with them during the pre-contract stage sh all be without any commitment whatsoever. SECL reserves the right to verify any of the document s 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 guideli ne of GeM GTC and ATC.

- **3.** <u>VALIDITY OF OFFER:</u>The offer should be valid as per provision of GeM, from the date of opening of t ender as specified in the bid document. During the Tender evaluation process if the extension of the bid validity is required, the same can be obtained with the mutual consent of buyer and seller.
- **4. SUBMISSION OF BILLS:** Upon dispatch of the Goods to the consignee, the supplier shall notify the Ult imate Consignee and deliver the following documents at the time of arrival of goods at consignee end:
 - i. GeM invoice for each line item of the contract and corresponding Supplier's Tax invoice for the same showing Contract Number, Goods description, quantity, unit price, total amount.
 - ii. Manufacturer's/Supplier's warranty/guarantee certificate.
 - iii. Manufacturer's Test & Inspection certificate.
 - iv. Lowest Price Certificate
 - v. Any other certificate/document as mentioned in the contract.

In case of delay, the Supplier will be responsible for any consequent expenses.

NOTE: Each GeM invoice should have corresponding Tax Invoice. If GeM invoice is generated but not s ubmitted in hard copy, same may be taken from the consignee login by the consignee.

5. PRICE/PAYMENT TERMS:

As per GeM provisions 100 percent payment shall be done upon completion of scope of supply after delivery and acceptance of the same by the consignee.

NOTE: The L-1 bidder shall submit price break-up of their offered prices after reverse auction for supply

of equipment, installation and commissioning other charges and applicable GST, at the request of buye r **only after opening of price bid** through their registered email id on GeM portal which shall be considered part of contract and communicated through Addendum.

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

6. PAYING AUTHORITY: Area Finance Manager, J&K Area, South Eastern Coalfields Limited. However, r egularization of payment on GeM portal shall be done as per provision of GeM.

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7. PERFORMANCE SECURITY E-PBG as indicated in bid document shall be treated as SECURITY DEPOSIT:

The Performance Security/Security Deposit equivalent to 5% of total landed value of contract(including all taxes, duties and other costs and charges, without considering Input Tax Credit) shall remain valid f or at least 7 months from the date of Contract/Supply order.

Performance Security/Security Deposit will be released with the approval of HOD of MM Department wit hin 30 days after completion of supplies and acceptance of material by the consignee and submission of Performance Bank Guarantee(s) in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/goods involving installation and commissioning a nd PBG.

Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensure d that the amount of PBG should not be less than 10% of equipment landed value along with maximum annual landed value of spares & consumables/AMC/CMC. Wherever Security Deposit is converted into PBG, the operation of such SDBG/Performance BG shall be guided by Performance Bank Guarantee Clause.

NOTE: The Bank Guarantee issued by a scheduled Bank shall preferably be operative at its branch situ ated at Bilaspur (Chhattisgarh State) or if the issuing bank does not have any branch at Bilaspur then B ank Guarantee may preferably be operative at any of its Kolkata Branch. Copy of SFMS by issuing bank should be submitted along with hard copy of the Bank Guarantee.

NOTE: All Central/State Government Organization/PSUs 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 Tender Enquiry/Open/ Limited Tenders.

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8. <u>PERFORMANCE BANK GUARANTEE:(To be submitted directly to Buyer in Original)</u> (This is in addition to the Security Deposit as mentioned above)

i. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% of the equipment landed value including all taxes, duties and other costs and charges, without con

sidering Input Tax Credit. (As per below format) (on a non-judicial stamp paper of value Rs.250.00 only)

- ii. The Performance Guarantee shall be in the form of a Bank Guarantee issued by RBI scheduled b ank in India in the prescribed format on a non-judicial stamp paper.
- iii. The Performance Bank Guarantee (PBG) shall be in the same currency(ies) in which contract ha s been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.
- iv. 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.
- v. The PBG(s) for equipment shall remain valid till 3 months after the completion of warranty period/contract period.
- vi. The PBG shall be submitted sufficiently in advance to enable its verification from the issuing ba nk before submission of the invoice for payment.
- vii. 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 fulfilment of co ntractual obligations failing which, action for further extension or encashment of PBG, as deemed s uitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity p eriod if no claim certificate is received from the concerned HOD/Area GM and the contractor indicat ing that there is no claim pending and that there is no dispute pending respectively with the appro val of the concerned HOD (MM)/Area GM.
- viii. The PBG will be submitted through Structured Financial Management System (SFMS).

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

Name of Bank	
Issuing Bank Branch IFSC	
Issuing Bank Address	
Contact No of Issuing bank	
Email ID of issuing bank(For invo cation/written claim)	
	Issuing Bank Address Contact No of Issuing bank Email ID of issuing bank(For invo

FORMAT FOR BANK GUARANTEE

SOUTH EASTERN COALFIELDS LIMITED, BILASPUR

Messers	
The (Name of the Bank) (hereinafter called 'the Bank') having its Office at	
We(Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said a greement or shall commit any breach of its obligations thereunder, the Bank shall on demand and wit hout any objection or demur pay to the Company, the said sum of Rs or any portion thereof wi thout requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the company to compel such payment by the contractor.	
Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to with hold payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending 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 r emain in full force and effect till the period that will be taken for the performance of the said agreeme nt which is likely to be the day of but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs	
The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the 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 what soever 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 exten ded 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 theday of20and 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	
Dated thisDay of20	

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 sit uated at Bilaspur (Chhattisgarh State) or if the issuing bank does not have any branch at Bilaspur, the n 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 D posit 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.

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9. PERFORMANCE BANK GUARANTEE against CAMC:

[THIS CLAUSE SUPERSEDES Clause no. 9 & 10 of 'ADDITIONAL CLAUSE OF COMPREHENSIVE MAINTENA NCE CHARGES' AT PAGE NO. 27-29 OF THE THIS BID DOCUMENT]

After completion of warranty period the contractor/ successful bidder shall further submit performance bank guarantee equivalent to <u>5 %</u> of landed cost of equipment (covering validity for remaining CAMC period + 03 months) which will be released after satisfactory execution of CAMC contract. Performance bank guarantee submitted by the bidder against the offered equipment (i.e., Environmental tele-monitoring system) shall be released after completion of warranty period and submission of PBG for CAMC. All other conditions will be same as given in Clause 8 above.

10. 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 "Structure d Financial Messaging System" (SFMS). As such the Guarantor (BG issuing bank) shall send i nformation about issuance of this Guarantee through SFMS gateway to the SBI, SME Branch, Bilaspur (IFSC - SBIN0004177).

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

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State Bank of India as advising Bank of SECL:

1	Name of the Beneficiary	i	7034(Beneficiary Details)	South Eastern Coalfields Limited
	and his Details		Area	Jamuna & Kotma Area
		iii	Name of Bank	State Bank of India
		iv	Bank Account No.	30285470636
		v	Department	Material Management
2	Beneficiary Bank, Branc h 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 IF SC	SBIN0004177
		v	Beneficiary Bank Address	SBI, Galaxy Height, Vyapar Vihar, Bilasp ur - 495001,CG
L		<u> </u>		

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11. 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 manufact urer (if bidder is not the manufacturer) has not been **BANNED OR DELISTED OR DEBARRED OR 'PU T 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 HO LIDAY'** 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 sa me 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						
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 acti on as per provisions of GeM Incident management policy may be taken against us.						
Date						
Signature of Bidder						
Seal of the Firm						

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

12. PRICE FALL CLAUSE:

If the contract holder reduces its price or sells or even offers to sell the contracted goods or services foll owing 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 a mended accordingly.

In case of parallel Rate / Running Contracts, if the price of a product is reduced for any supplier due to i nvocation 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 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:

- Export/Deemed Export by the supplier;
- ii) Sale of goods or services as original equipment prices lower than the price charged for normal r eplacement;
- iii) Sale of goods such as drugs, which have expiry date;
- iv) Sale of goods or services at lower price 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 Contra cts as also under any previous contracts entered into with the Central or State Government Depa rtments 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 for the tendered / simil ar item(s) received by them from any Organization/ Ministry / Department of the Govt, of India or C oal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.
- **c.** It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the or dered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt, of In dia or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during t he currency of the contract.
- **d.** The supplier shall submit a certificate along with the bill(s) that it has not offered to supply/supplie d the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Go vt, of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization.
- 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
- **13**. In compliance to Restriction under rule 144(xi) of the General Financial Rules (GFRs),2017 and Order N o.F/.7/10/2021-PPD(1) Dt 23.02.2023, Ministry of Finance, regarding restriction of Public Procurement from certain countries, Submission of offer shall be considered as acceptance by the bidder that:
 - a. Model Certificate for Tenders for country sharing land boundary with India:

The bidder (as defined in the above order) upon submission of their offer undertakes that they have read the clause regarding restrictions on procurement from a bidder of a country which sh ares a land border with India and that they are not from such a country. The bidder further unde rtakes 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 :

	boundary with India:	
	"We(name of the Firm) have read the clause regarding restrictions on pr ocurement 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 suc h 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 att ached].	
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 the have read the clause regarding restrictions on procurement from a bidder having Transfer of chnology (ToT) arrangement and upon submission of their offer undertakes that they do not we any ToT arrangement requiring registration with the competent authority.	Te
	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 subtract the following certificate along with the bid	
	Certificate-2 Model additional certificate by Bidders in the cases of specified ToT:	
	"We(name of the Firm) have read the clause regarding restrictions on procure ent from a bidder having Transfer of Technology (ToT) arrangement. We(name of the Firm) certify that(name of the Firm) have Transfer of Technology (ToT) rangement and valid registration to participate in this procurement."	o
	[where applicable, evidence of valid registration by the competent Authority shall be attached]	.
4.	FITMENT CERTIFICATE: The bidder shall submit a certificate against their letterhead in the below format.	
	FITMENT CERTIFICATE	
	-	
	We hereby confirm that the offered spares are guaranteed to properly fit and function on the cuipment. In case of any fitment problem/defect aeries for quoted items, we are ready to replace the same in free of cost.	
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15. EXPERIENCE CRITERIA:

Bidder must have experience of supplying the similar nature of tendered items to CIL/CIL's subsidia ries/other Central Govt. PSUs/Govt. Of India/State Govt organizations/ State Govt PSUs/Any other G overnment Organizations/Public Listed companies/Private Organization. Bidder shall have to submit Purchase Orders along with Satisfactory performance certificate/PBG release letter from PO issuin g authority-for the subject category tendered items supplied by the bidder in past **three** years ending last day of month to the one in which bid applications are invited.

16. **ELIGIBILIY CRITERIA:**

Bidder must be a Manufacturer OR authorized dealer/ distributor having tender specific a uthorization from the principal manufacturer of the tendered items.

In case bidder is a Manufacturer, bidder shall have to produce/submit documentary evidence to substantiate their status as manufacturer for the tendered items. This document may be an ISO Certificate / Certificate issued by Any Statutory Authority / NSIC Certificate or equivalent certificate

In case bidder is a dealer/ distributor, bidder shall have to produce/submit authorization from the manufacturer along with copy of principal's manufacturing documents to substantiate their status as manufacturer of tendered items.

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Bidder should be OEM/OES/OPM for the tendered items and shall submit the documents related to experience criteria. If any other bidder claims to be OPM, he has to submit self attested copy of Purchase Order in support of Proof of having supplied to OEM or copy of an agreement of the OEM with OPM for the tendered items.

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Definition of OEM/OES/OPM:

OEM: Original Equipment Manufacturer

OES: Means authorised supplier of original equipment Manufacturer. Only those firms who have the current authorisation and /or technical collaboration of OEM for supply of their equipment and giving technical services would be treated as OES.

-OPM: Means Original Parts Manufacturer The original manufacturers of assemblies, sub-assemblies or components of original equipment. Documents supporting the proof of status as OPM shall be submitted.

In case, OEM does not quote directly as a matter of its corporate policy to any organization (Gover nment or Private), its authorized distributor/dealer/agent may quote with tender/bid specific author ization (as per CIL Purchase Manual & its amendements) from OEM and proof of manufacturing cer tificate shall be submitted

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NOTE1: EMD/SD/e-PBG/Performance Bank Guarantee shall be submitted in original at following address:

General Manager (MM)

Materials Management Dept.

Post Box No- 60

Seepat Road,

Bilaspur, Chhattisgarh- 495006

NOTE2 : The above terms & condition will supersede the GeM terms & condition in case of any conflict/contradiction between two.

NOTE3: In compliance to Gazette Notification issued vide 4414 Dt. 02/11/18, South Eastern Coalfields Lim ited (SECL) have onboarded on TReDS platform through Receivables Exchange of India Limited(R XIL) platform with Member ID SO0001771 to facilitate payment to MSME Vendors through TReDS platform of RXIL.

In this regard, all MSE vendors of South Eastern Coalfields Limited (who haven't onboarded on TR eDS till date) are once again requested to onboard on the TReDS platform by registering themsel ves on RXIL (https://www.rxil.in) for availing the benefits of TReDS platform.

NOTE4: As per GeM GTC guidelines the participation by the Seller in e-bidding shall be construed as his/h er acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and Commercial terms of ATC. Any other terms & conditions/deviations from the current bid document offered by the seller in any form will be considered void and submission of offer/participation by the seller will be treated as their unconditional acceptance to all terms & conditions outlined in the e-bidding including GTC/STC and commercial terms of ATC.

CHECK LIST OF DOCUEMNTS TO BE SUBMITTED FOR ATC (COMMERCIAL EVALUATION)

Sr N o	Description	Submitted (Yes/No)
1	EMD Exemption document (Valid Udyam, Valid BIS along with coverage document for offered item, Valid Startup certificate etc as per GeM General terms & conditions) (If Applicable)	
2	EMD submission document (BG with SFMS form issuing bank, DD) (If Applicable)	
3	Make in India Certificate for bids with estimated value le ss than 10 crores (Self certificate From the OEM of offered product)	
4	Make in India Certificate for bids with estimated value m ore than 10 crores MII certificate signed by OEM of offered produce and ce rtified by statutory auditor or cost auditor if the OEM is a company and from a practicing Cost Accountant or pra cticing Chartered Accountant for OEMs other than comp any.	

5	Integrity Pact (For bid above 2 cr estimated value) to be submitted with seal and sign of bidder.	
6	In case the bidder/OEM of offered product is Banned Or Delisted Or Debarred Or 'Put On Holiday - bidder sh all submit certificate as per format given in commercial ATC (If Applicable)	
7	In case the bidder is from a country sharing land bou ndary with India - bidder shall submit certificate as pe r format given in commercial ATC for the same. (If Applic able)	
8	In case the bidder is having Transfer of Technology (ToT) arrangement - bidder shall submit certificate as p er format given in commercial ATC (If Applicable)	
9	GST certificate for Vendor code creation	
10	PAN Card for Vendor code creation	
11	Bank mandate for Vendor code creation	
12	Cancelled Cheque for Vendor code creation	
13	Fitment Certificate (As per ATC Clause 14 above)	
14	Experience Criteria (Proof of Supply – As per ATC Clause 15 above)	
15	Eligibility Criteria (As per ATC Clause 16 above)	
16	Make & Model of the offered product/s	

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Disclaimer/अस्वीकरण

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

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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./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।

---Thank You/धन्यवाद---