



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5416950  
Dated/दिनांक : 21-10-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-11-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-11-2024 14:30:00
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	1
Item Category/मद केटेगरी	Buses (V2) (Q1)
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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण	
Estimated Bid Value/अनुमानित बिड मूल्य	1747000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	34950

#### 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).	6

(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 दस्तावेज़ प्रस्तुत करने हैं। 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). 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 :

A subsidiary of Coal India Limited

BANK NAME : State Bank of India BRANCH NAME - SME SBI Branch, Galaxy Height, Vyapar Vihar, Bilaspur - 495001,CG NAME OF BENEFICIARY- SOUTH EASTERN COALFIELDS LIMITED, SEEPAT ROAD BILASPUR ACCOUNT NO. 30285470636 IFSC CODE- SBIN0004177 All Bank Guarantees' shall be operative preferably at Branch of the issuing bank Situated at Bilaspur (Chhattisgarh) -(Branch name to be mentioned) (South Eastern Coalfields Limited) (South Eastern Coalfields Limited)  
(South Eastern Coalfields Limited)

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

#### MSE Purchase Preference/एमएसई खरीद वरीयता

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

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.

## **Buses (V2) ( 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)**

## **Technical Specifications/तकनीकी विशिष्टियाँ**

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Generic Parameters	<b>Type of Vehicle</b>	Small Commercial Vehicle, Light Commercial Vehicle, Medium Commercial Vehicle, Heavy Commercial Vehicle
	<b>Bus Type as per AIS-052</b>	TYPE IV (School Bus)
	<b>Comfort Category</b>	Non Deluxe Bus(NDX), Semi Deluxe Bus(SDX), Deluxe Bus(DLX), A.C. Deluxe Bus Or higher
	<b>Type of Fuel</b>	Diesel
	<b>Vehicle Emission Compliance</b>	BS VI
	<b>Total Number of Rear Tyres</b>	2, 4, 6, 8, >8
	<b>Boot Space Availability</b>	Yes, No
Engine and Transmission	<b>Maximum Engine Power Range (in KW)</b>	?100, >100 ? 200, >200 ? 300, >300 Or higher
	<b>Front Vehicle Brake</b>	Disc Brake Or higher
	<b>Rear Vehicle Brake</b>	Drum Brake, Disc Brake Or higher
	<b>Vehicle Transmission System</b>	Manual Or higher
	<b>Type of Steering</b>	Power Or higher
	<b>Vehicle Air Intake System</b>	Natural, Turbocharge, Supercharged, Turbocharge Intercooled
	<b>Axle Configuration</b>	4 X 2, 4 X 4, 6 X 2, 6 X 4
Dimensions	<b>Gross Vehicle Weight (Kg) (Kerb Weight of the Vehicle + Payload)</b>	3465.0 - 80000.0 Or higher ( <b>kilogram</b> )
Constructional Parameters	<b>Type of Vehicle Body</b>	Chassis Frame, Monocoque
	<b>Type of Floor</b>	Standard Floor, Semi-Low Floor, Low Floor, Ultra Low Floor
	<b>Passenger Carrying Capacity Excluding Driver</b>	21.0 - 80.0 Or higher
	<b>Seating/Sleeper Layout</b>	1X2, 2X2, 2X3, 3X3
	<b>Type of seats</b>	Fixed Seat, Sleeper Seat, Pushback Seat, Recliner Seat Or higher
Accessories	<b>Air Conditioning</b>	Non-Air Conditioned, Air Conditioned Or higher
	<b>Passenger Compartment plus Driver Cabin as per AIS-135 Fire Alarm System (FAS) &amp; Fire Protection Systems (FPS) for Buses</b>	Yes, No
Warranty	<b>Vehicle Warranty Period</b>	1 Year or 1 lakh km, whichever is earlier, 2 Years or 2 lakh km, whichever is earlier, 3 Years or 3 lakh km, whichever is earlier, 4 Years or 4 lakh km, whichever is earlier Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Battery Warranty (Month)</b>	12, 24, 36 Or higher (month)
	<b>Transportation Charge in Rupees Per km (Rs/km)</b>	Any applicable numeric value

#### Additional Specification Parameters - Buses (V2) ( 1 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Scope of Supply	(a) Road tax for the registration of vehicle in Chhattisgarh shall be paid by the bidder (i.e. RTO registration shall be scope of bidder) (b) Bidder shall provide 01-year comprehensive insurance of the vehicle. (c) School Bus shall have seating capacity of 21 passenger excluding 1 Driver. (d) Any fabrication work shall be scope of bidder if required.

\* Bidders offering must also comply with the additional specification parameters mentioned above.

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Saroj Kumar	484440,DEPOT OFFICER ,REGIONAL STORE, BIJURI , HASDEO AREA,SECL (Mobile No.- 9425533569)	1	90

#### Special terms and conditions-Version:3 effective from 03-04-2024 for category Buses (V2)

##### 1. SPECIAL TERMS & CONDITIONS FOR AUTOMOBILES

The following Special Terms and Conditions (STC) will be applicable for the Automobile categories mentioned below for enlisting of products in GeM market and for procurement through Direct Procurement mode only. The STC would supersede the General Terms and Conditions (GTC) in respect of the conditions mentioned below for the below categories.

##### Automobile Categories

1. Ambulances - R
2. Automotive Chassis Fitted with Engine (V2)
3. Built Up Trucks (V2)
4. Buses (V2)
5. Cars (V2)
6. Troop Carrier Police Vehicles (V2)
7. Two Wheeler - Motorcycle, Scooter and Moped (V2)

8. Utility Vehicles (V2)
9. Water Truck Cabin Truck with Water Tank

### **Special Terms and Conditions**

1. Only manufacturers of the vehicles are allowed to upload their vehicle models in above categories.
2. Manufacturers must give/ensure below mentioned minimum discount on the prevailing MRP across all locations while enlisting their products on GeM:

<b>Sl. No</b>	<b>Vehicle category</b>	<b>Minimum Discount percentage</b>
1	Ambulances-R	12%
2	Buses (V2)	20%
3	Automotive Chassis Fitted with Engine (V2)	15%
4	Built Up Trucks (V2)	15%
5	Troop Carrier Police Vehicles (V2)	15%
6	Water Truck Cabin Truck with Water Tank	15%
7	Cars (V2)	12%
8	Utility Vehicles (V2)	12%
9	Two Wheeler - Motorcycle, Scooter and Moped (V2)	12%

Seller may also offer additional slab discount for higher quantity.

3. Presently, the portal does not provide for uploading of the same catalogue with different MRP for different locations. Therefore, net prices inclusive of discounts shall be indicated by manufacturers while offering their products on GeM. The seller may quote freight charges extra on per km basis or include freight charges in the total price offered for the catalogue. In both the cases, the seller will indicate applicable freight charges in the catalogue (zero in case freight is inclusive). The vehicle for Defence Buyer will be quoted separately with suffix "Defence" against each model.
4. In the scenario where the freight charges are quoted separately, the freight charges shall be calculated by the seller at the time of invoicing by multiplying distance with freight per KM indicated in contract specification. After supply of vehicles, the seller while submitting the invoice will indicate the freight amount at actuals subject to upper ceiling of freight charges as worked out by multiplying per KM freight charges with distance as mentioned above. The Contract will indicate the total amount inclusive of all taxes only without freight charges. Therefore, while blocking the amount, additional funds in the range of 2% to 14% shall be blocked over and above the total price inclusive of all taxes to cover the fund requirement for freight charges on approximate basis.
5. In the scenario where the freight charges are quoted as zero by the seller in the catalogue and price on the portal are inclusive of freight charges, the Contract will indicate the total amount inclusive of all taxes and freight charges. Therefore, while blocking the amount, buyer may select 0% as the additional funds to be blocked over and above the total price.
6. Seller can decline the order in case the freight charges payable by buyer are less than applicable and incident for this denial of order will not be raised by the buyer and will not be entertained by GeM.

Therefore, buyer is advised to select appropriate percent of freight charges while blocking the funds. However, the payment of freight charges to the seller would be as per actuals and is not linked with percent of funds blocked in lieu of freight charges.

7. Delivery Period shall be 90 days. Delivery period for Built-up Vehicles like Ambulances, Troop Carriers, Water Tankers, Buses, and Built-up Trucks shall be 120 days considering extra time involved in fabrication. OEMs shall ensure that the prices offered on GeM by them for a particular model is the lowest and no supply shall be made to any Buyer, Government or Private, at a price lower or equal to that of GeM. In case of violation of this, GeM administration will review for removal of the model from GeM including other action as stipulated in General Terms and Conditions of GeM.
8. All manufacturers of Automobiles may upload their vehicles on GeM as per above guidelines. These guidelines are applicable only to GeM and Government Buyers shall utilize the portal for making on-line purchases through GeM.
9. Ceiling of direct buying as mentioned in GTC will not be applicable for vehicles under above Automobile categories. As such, buyers may go for Direct Purchase even beyond Rs. 25,000/- for these categories. For any bulk purchases, a comparison of rates and discounts may be made for similar vehicles and bidding may be considered as the preferred option.
10. No Buyer other than Defence Buyer will select vehicle with suffix "Defence". In case Buyer does so, the responsibility for non-supply of vehicle rests with Buyer. Seller can decline the order in this scenario and incident for this denial of order will not be raised by the buyer and also will not be entertained by GeM.
11. No Government Buyer Central/State/PSU/Autonomous body/Academic Institute/Local Bodies etc. shall place any order at GeM prices outside GeM. Buyers shall note that prices on GeM are only applicable if the procurement is made through GeM portal. Using GeM prices for procurement outside GeM portal is strictly prohibited. Such action will violate the basic principles of transparency and accountability enshrined in GeM.

#### **Note**

1. Even though direct purchase is permitted for the above-mentioned categories, buyer may decide to go for bidding as per his requirement.
2. In case of bidding for the above-mentioned automobile categories, buyer is advised to exempt the OEMs from submission of Earnest Money Deposit and Performance Security.
3. Freight charges shall not be paid as additional amount in case the procurement is done through bidding process since price offered in bidding is on free delivery consignee place basis.

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

### **1. 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.

### **2. 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.

### **3. 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.

#### 4. **Generic**

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

#### 5. **Scope of Supply**

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

#### 6. **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.

#### 7. **Forms of EMD and PBG**

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

South Eastern Coalfields Limited  
payable at  
Bilaspur, Chhattisgarh

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.

#### 8. **Forms of EMD and PBG**

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

South Eastern Coalfields Limited  
Account No.  
914020047244694  
IFSC Code  
UTIB0000164  
Bank Name  
Axis Bank Limited  
Branch address  
Rama Trade Center, Bilaspur, Chhattisgarh

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.

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

Buyer Added text based ATC clauses

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

1.1. **Experience Criteria:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly manufactured and supplied same or similar category prod



ucts to any Central/ State Govt. Organization/PSU/Public/Private Company during any one financial year, before the bid opening date.

Same or similar category product means: Bus/Mini Bus/School Bus

Capacity means: Passenger Seating capacity excluding Driver

[Note1: Credential related to experience criteria shall be submitted for the offered manufacturer/offered make/ offered brand of Bus.

Note 2: Bidder participating as authorized trader (authorized agent/dealer/reseller/distributor of the offered product) shall upload documents against experience criteria. Credential related to experience criteria shall be submitted for the offered manufacturer/offered make of Bus].

1.1.1. To fulfil experience criteria following document shall be submitted with bid:

1.1.1.1. Copies of relevant Purchase order(s)/supply order(s)/contracts as per ATC clause 1.1 of Buyer Added Text Based ATC Clause.

1.1.1.2. Proof of supply/proof of execution of order (such as tax invoice, material receipt certificate by Buyer/consignee, commissioning report etc) for the Purchase order(s)/supply order(s)/contracts submitted against ATC clause no. 1.1.1.1 of Buyer Added Text Based ATC Clause.

1.2. Experience criteria is relaxed for Start-up/MSE bidder offering the product manufactured by them (i.e. bidder is offering their own make/brand product) as per GEM terms and condition subject to meeting the quality & specification. To claim relaxation, start-up/MSE bidder shall submit relevant documents (with bid) as per GEM terms and conditions showing their status as MSE and covering the manufacturing status for the tendered item.

Note:

(i) Start-up/MSE bidder may also submit documents to establish technical capability with bid (e.g. PO copy for same capacity or higher capacity items/copy of test report for same capacity or higher capacity/NSIC document covering the offered item/ other document showing capability to manufacture the offered item). Buyer has the right to inspe

at the manufacturing facility/factory for assessing technical capability.

(ii) Experience criteria is not relaxed for authorized trader (i.e. Authorized reseller/ dealer/ distributor/agent) and bidder shall submit document related to experience criteria as per ATC clause 1.1, & 1.1.1 for their offered make product.

1.3. Clarification/ shortfall document shall be asked and considered only for the documents related to already submitted documents in the original offer or details/information already indicated in the original offer. Clarification/shortfall document will be sought only for historical documents which pre-existed at the time of bid opening. Further, to fulfill experience criteria, the bidder shall submit document (supply order/purchase order/contract document) with the bid itself with other relevant documents (e.g. proof of execution of order) as per bid requirement. Any new supply order submitted with clarification /shortfall round will not be considered against experience criteria.

**1.4. Warranty period** of the supplied products shall be 01 (one) year from the date of commissioning of goods at consignee location/installation site. OEM Warranty certificates must be submitted by successful Bidder at the time of delivery of Goods. The seller should warrantee the rectification of goods in case of any break down during the warranty period. In case of any ambiguity/conflict, duration of warrantee mentioned in this ATC clause shall be considered as final.

**1.5. Inspection:** Third party/pre-dispatch inspection is not applicable. Final inspection will be done at the consignee's end.

**1.6. Upload Manufacturer (OEM) authorization [to be referred with clause no. 28 of General Terms and Conditions on GeM 4.0 (Version 1.4)]:** Wherever authorized trader (i.e. Authorized reseller/dealer/distributor/agent) is submitting bid, Authorization issued by manufacturer/ OEM of the offered product shall be submitted along with the bid.

Note: As per GTC of GeM 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 ATC.

**1.7. Buyer Specification Document shall be submitted with the bid:**

GENERAL	Required confirmation Values/ input from bidder
---------	--

<p>1.7.1. Bidder is Indigenous Manufacturer/ OEM (of Bus/ Minibus/School Bus) OR Authorized Trader (Authorized Agent/dealer/reseller/distributor of Indigenous Manufacturer/ OEM (of Bus/Minibus/School Bus)</p>	<p><i>Relevant details/values to be indicated by bidder</i></p>
<p>1.7.2. Name of Indigenous Manufacturer (of Bus/Mini Bus/School Bus) [Authorized Trader (Authorized Agent/dealer/reseller/distributor of Indigenous]</p>	<p><i>Relevant details/values to be indicated by bidder</i></p>
<p>1.7.3. Please indicate status of bidder for this item as: Start-up/MSE Manufacturer, or Non-start-up &amp; Non MSE Manufacturer or Authorized Indian agent of Indigenous Manufacturer</p>	<p><i>Relevant details/values to be indicated by bidder.</i></p>

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

-

**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. Any other terms & conditions/deviations from the current bid 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 submitting the offer online.

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

**ii. EMD EXEMPTION:**

a. The bidder seeking EMD exemption must submit the valid supporting document as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. **Traders are excluded from the purview of this Policy.**

b. For purpose of EMD exemption, by submission of valid Startup certificate, bidder undertakes that their turnover has not exceeded 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.

- c. For purpose of EMD exemption in case of BIS registered firm, in case of item wise evaluation the EMD is item wise, and bidder shall submit the BIS addendum/correspondence documents showing validity and coverage of offered item in BIS, as it is essential information the same shall be required for decision for acceptance/rejection of EMD.

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.

- iii. Any Central/State Government Organization/PSU shall be exempted towards submission of EMD. OEMs/OES or their authorized agents participating in Open/Limited tenders for procurement of spare parts of their equipment are exempted from submission of EMD in case of tenders for supply of spares only.
- iv. Scanned copy of EMD required to be submitted by bidders in the form of Bank Guarantee on GeM portal in the prescribed format shall be uploaded by seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 days from bid opening date. (Copy of SFMS by issuing bank should also be submitted along with hard copy of the Bank Guarantee)
- v. **MSE PREFERENCE:** The bidder seeking MSE preference must submit valid UDYAM certificate which shall remain valid for the entire period of finalization of tender. As per the latest directives of Govt. of India EM-Part II/ UAM/NSIC/DIC etc. registered bidders must mandatorily register on UDYAM portal and in line with the same, only UDYAM registration certificate valid on bid opening date is to be submitted for claiming MSE preference.
- vi. ~~Integrity Pact duly signed and stamped indicating the name and designation /capacity of the signatory. (If applicable)~~
- vii. Copy of GST Registration certificate issued by appropriate authority of India duly self-attested, if applicable
- viii. Copy of exemption certificate towards GST (if claiming exemption) from practicing Chartered Accountant (CA) to the effect that bidder is fulfilling all conditions prescribed in notification to make him exempted from registration. If applicable.
- ix. Certificate for Local Content in line with ATC clause and reference format provided for purchase preference for Make in India.
- x. In case Banned/Delisted/Debarred/Put on Holiday by any organization, necessary details/documents to be submitted, if applicable.
- xi. Other documents required as per bid/to be submitted by the bidder, if any.

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

m.

-

## 2. VERIFICATION OF LOCAL CONTENT AS PER MAKE IN INDIA POLICY

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

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 from the OEM of the offered product

### Format for CERTIFICATE TOWARDS LOCAL CONTENT

Further to the above, the certificate for Minimum percentage of local content shall also be required to be submitted from the OEM of the offered **product** in line with the Make in India policy

<b>CERTIFICATE TOWARDS LOCAL CONTENT-2</b> (To be submitted FROM OEM of offered product)	
Tender NO	Date
We do hereby certify that the PRODUCT 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.	
The <b>PRODUCT offered</b> meets minimum local content criteria for Class- ..... Local Supplier in pursuance to the Public Procurement (Preference to Make in India) Order.	
<b>Address of Location where local value is added</b> _____	
<b>Authorized Signatory of OEM</b> of primary product	
Date:	
Seal of the firm	

### NOTE

1. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted
2. VERIFICATION OF LOCAL CONTENT
  - a. **The bidder shall submit self-certificate for local content in the quoted item at the time of tendering.** In cases of procurement for a value in excess of Rs. 10 crores, the Class-I local supplier/ Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - b. **The bidder shall give self-certification for local content in the quoted item (goods/works/se**

- rvices) at the time of tendering. However, at the time of execution of the project (~~herein to be considered as time given for supply of goods~~), for all contracts above INR 10 Crore, the contractor/supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity (~~herein to be considered as time given for installation and commissioning of goods~~). In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed.
- c. However, the contract once awarded shall not be terminated on this account.

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.

### **3. EVALUATION OF BID/ SHORT FALL DOCUMENTS:**

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

**NOTE:** The submission of forged documents, if any, by the bidder(s), shall be dealt with as per extant guideline of GeM GTC and ATC.

**4. VALIDITY OF OFFER:** The offer should be valid as per the provision of GeM, from the date of opening of tender as specified in the bid document. During the Tender evaluation process if the extension of the bid validity is required, the same can be obtained with the mutual consent of buyer and seller.

**5. SUBMISSION OF BILLS:** Upon dispatch of the Goods to the consignee, the supplier shall notify the Ultimate Consignee and deliver the following documents at the time of arrival of goods at consignee end:

- 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. Local content certificate as per MII policy, ~~duly certified by CA/statutory or cost auditor as applicable (in case of contracts having value above 10 crores only)~~ as mentioned in commercial ATC clause
- iii. Manufacturer's/Supplier's warranty/guarantee certificate.
- iv. Manufacturer's Test & Inspection certificate.
- v. Lowest Price Certificate
- vi. 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 a corresponding Tax Invoice. If GeM invoice is generated but not submitted in hard copy, same may be taken from the consignee login by the consignee.



## **6. PRICE/PAYMENT TERMS:**

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

**NOTE for Paying Authority:** The Local content self-certificate for contracts below 10 crores value or the local content certificate duly certified by CA/statutory or cost auditor (as applicable) shall be validated (UDIN verification for 10crs and above) by the paying authority as per MII policy and subsequent amendments, if any.

**As per MII policy, in case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty up to 10% of the contract value shall be imposed.**

**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 buyer **only after opening of price bid** through their registered email id on GeM portal which shall be considered part of contract and

communicated through Addendum.

-

The offered Price against this bid should not be disclosed in any manner in submission of techno-commercial documents. Disclosure of price before price bid opening may render the bid as non-responsive and shall be eligible for rejection of bid.

**7. PAYING AUTHORITY:** General Manager (Fin), South Eastern Coalfields Limited, HQ, Bilaspur. However, regularization of payment on GeM portal shall be done as per provision of GeM by Paying authority.

-

-

**8. 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 for at least 3 months after the completion of supply and material acceptance at consignee end.

~~The Performance Security/Security Deposit equivalent to 10% of equipment landed value along with maximum annual landed value of Spares & Consumables/AMC/CMC (including all taxes, duties and other costs and charges, without considering Input Tax Credit) shall remain valid for at least 3 months after the completion of supply and material acceptance at consignee end.~~

Performance Security/Security Deposit will be released with the approval of HOD of MM Department within 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 and 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 ensured that the amount of PBG should not be less than 10% of equipment landed value along with maximum annual landed value of spares & consumables/AMC/CMC. Wherever Security Deposit is converted into PBG, the operation of such SDBG/Performance BG shall be guided by Performance Bank Guarantee Clause.

**NOTE:** The Bank Guarantee issued by a scheduled Bank shall preferably be operative



e at its branch situated at Bilaspur (Chhattisgarh State) or if the issuing bank does not have any branch at Bilaspur then Bank 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.

**9. PERFORMANCE BANK GUARANTEE: (To be submitted directly to Buyer in Original) (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 considering Input Tax Credit. (As per below format) (on a non-judicial stamp paper of value Rs.250.00 only)
- ~~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 1 year the Performance Bank Guarantee shall be for 10% of equipment landed value along with maximum annual landed value of spares & consumables/AMC/CMC.~~
- 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. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.
- 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) for equipment shall remain valid till 3 months after the completion of warranty period/contract period.
- 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 fulfilment 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 after expiry of validity period if no claim certificate is received from the concerned HOD/Area GM and the contract or indicating that there is no claim pending and that there is no dispute pending respectively with the approval of the concerned HOD (MM)/Area GM.

ix. The PBG will be submitted through Structured Financial Management System (S FMS).

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

Issuing Bank, Branch and Address	i	Name of Bank	
	ii	Issuing Bank Branch IFSC	
	iii	Issuing Bank Address	
	iv	Contact No of Issuing bank	
	v	Email ID of issuing bank( For invocation/written claim)  MANDATORY FIELD	

**FORMAT FOR BANK GUARANTEE**

SOUTH EASTERN COALFIELDS LIMITED, BILASPUR

-

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

Messrs.....a Company / Firm having its office at No.....(hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no.....dated.....(hereinafter called 'the said agreement') with Coal India Limited, Kolkata on behalf of...../ Purchaser Company (Name of the concerned subsidiary Company) (hereinafter called 'the Company') to supply..... stores/materials amounting to Rs..... on the terms and conditions contained in the said Agreement.

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

We .....(Name of the Bank) do hereby unconditionally agree with the Company 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 any 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 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 withhold 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 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 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....., or such lesser amount out of the said sum of Rs.....as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... are fully satisfied and the company certifies that the agreement has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the 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.

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, the 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 the 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 correspondingly.

g to the extension of delivery period.



**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 “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	<b>i</b>	7034(Beneficiary Details)	South Eastern Coalfields Limited
		<b>ii</b>	Area	SECL HQ, Bilaspur
		<b>iii</b>	Name of Bank	State Bank of India
		<b>iv</b>	Bank Account No.	30285470636
		<b>v</b>	Department	Material Management
2	Beneficiary Bank, Branch and Address	<b>i</b>	Name of Bank	State Bank of India
		<b>ii</b>	Bank Branch Name	SME SBI Branch, Bilaspur
		<b>iii</b>	Branch Code	4177
		<b>iv</b>	Beneficiary Bank Branch IFSC	SBIN0004177
		<b>v</b>	Beneficiary Bank Address	SBI, Galaxy Height, Vyapar Vihar, Bilaspur - 495001,CG

**b) ICICI Bank as advising Bank of SECL:**

1	Name of the Beneficiary and his Details	<b>i</b>	7034(Beneficiary Details )	South Eastern Coalfields Limited
		<b>ii</b>	Area	SECL HQ, Bilaspur
		<b>iii</b>	Name of Bank	ICICI Bank
		<b>iv</b>	Bank Account No.	028205003346
		<b>v</b>	Department	Material Management
2	Beneficiary Bank, Branch and Address	<b>i</b>	Name of Bank	ICICI Bank
		<b>ii</b>	Bank Branch Name	Vyapar Vihar, Bilaspur
		<b>iii</b>	Branch Code	0282
		<b>iv</b>	Beneficiary Bank Branch IFSC (SFMS Field No. 7035)	ICIC0000282
		<b>v</b>	Beneficiary Bank Address (SFMS Field No. 7036)	Surya Chambers, Plot No- A/09 Vyapar Vihar, Bilaspur - 495001, CG
		<b>vi</b>	(SFMS Field No. 7037)	SECL 14265

**NOTE:** Vendors are requested to specifically advise BG issuing bank that in case they opt for ICICI Bank as beneficiary bank, they have to mention the code 'SECL 14265' in SFMS field no 7037 of IFN 760COV/IFN767COV so that the advised BGs could be sent to the email id tagged with the account.

**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 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 defaulte

r 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 provisions of GeM Incident management policy may be taken against us.

Date

Signature of Bidder

Seal of the Firm

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

-

-

## **12. 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 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 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 as also 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 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, along with the offer.
- 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) that it has not offered to supply/supplied 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.

- 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 No. F.7/10/2021-PPD(1) Dt 23.02.2023, Ministry of Finance, regarding restriction of Public Procurement from certain countries, Submission of offer shall be considered as acceptance by the bidder that:

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

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

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

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

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

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

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

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

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



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

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

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

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

**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 Limited (SECL) have onboarded on TReDS platform through Receivables Exchange of India Limited (RXIL) 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 TReDS till date) are once again requested to onboard on the TReDS platform by registering themselves 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/her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and Commercial terms of ATC. Any other terms & conditions/deviations from the current bid document offered by the seller in any form will be considered void and submission of offer/participation by the seller will be treated as their unconditional acceptance to all terms & conditions outlined in the e-bidding including GTC/STC and commercial terms of ATC.

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

Sr No	Description	Submitted (Yes/No)
1	EMD Exemption document (Valid Udyam, Valid BIS along with coverage document for offered item, Valid Startup certificate etc )	
2	EMD submission document (BG with SFMS form issuing bank, DD)	
3	Make in India Certificate for bids with estimated value less than 10 crores  (Self-certificate From the OEM of offered product)	
4	<del>Make in India Certificate for bids with estimated value more than 10 crores</del>  <del>MII certificate signed by OEM of offered product and certified by statutory auditor or cost auditor if the OEM is a company and from a practicing Cost Accountant or practicing Chartered Accountant for OEMs other than company.</del>	
5	<del>Integrity Pact ( For bid above 2 cr estimated value) to be submitted with seal and sign of bidder.</del>	

6	In case the bidder/OEM of offered product is <b>Banned Or Delisted Or Debarred Or 'Put On Holiday-</b> bidder shall submit certificate as per format given in commercial ATC	
7	In case the bidder is from a <b>country sharing land boundary with India</b> - bidder shall submit certificate as per format given in commercial ATC for the same.	
8	In case the bidder is having <b>Transfer of Technology (ToT)</b> arrangement - bidder shall submit certificate as per format given in commercial ATC	
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	

-

-

.

## 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

[attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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---**