

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687755377953

अनुबंध तिथि | Generated Date : 05-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4666395](#)

| संगठन विवरण   Organisation Details   | खरीदार विवरण   Buyer Details   |
|--|--|
| प्ररूप   Type : Central PSU<br>मंत्रालय   Ministry : Ministry of Coal<br>विभाग   Department : COAL INDIA LIMITED<br>संगठन का नाम   Organisation Name : South Eastern Coalfields Limited<br>कार्यालय क्षेत्र   Office Zone : SECL Bilaspur Chhattisgarh | पद   Designation : DEPUTY MGR<br>संपर्क नंबर   Contact No. : -<br>ईमेल आईडी   Email ID : adityapaal.singh@nic.in<br>जीएसटीआईएन   GSTIN : 22AADCS2066E9ZL<br>पता   Address : 3RD FLOOR, MM DEPARTMENT, SOUTH EASTERN COALFIELDS LIMITED, PO BOX NO. - 60, SEEPAT ROAD, BILASPUR, CHHATTISGARH-495006, India |

| वित्तीय स्वीकृति विवरण   Financial Approval Detail  | भुगतान प्राधिकरण विवरण   Paying Authority Details  |
|---|--|
| आईएफडी सहमति   IFD Concurrence : No<br>प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval : CMD, SECL<br>वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : D(F) | Role: PAO<br>भुगतान का तरीका   Payment Mode: Offline<br>पद   Designation : Manager Finance<br>ईमेल आईडी   Email ID : dexit.bhatt@coalindia.in<br>जीएसटीआईएन   GSTIN : -<br>पता   Address: FINANCE DEPT, SOUTH EASTERN COALFIELDS LIMITED, PO BOX NO. - 60, SEEPAT ROAD, BILASPUR, CHHATTISGARH-495006, India |

| विक्रेता विवरण   Seller Details  |
|--|
| जेम विक्रेता आईडी   GeM Seller ID : 3021180000117799<br>कंपनी का नाम   Company Name : BEML LIMITED<br>संपर्क नंबर   Contact No. : 09900046586<br>ईमेल आईडी   Email ID : mmd@beml.co.in<br>पता   Address : 23/1,4TH MAIN ROAD,SAMPANGIRAM NAGAR, BANGALORE, Karnataka-560027, -<br>एमआईआई स्थिति   MII Status : True<br>एमएसएमई सत्यापित   MSME verified : No<br>एमएसएमई पंजीकरण संख्या   MSME Registration number : -<br>जीएसटीआईएन   GSTIN : 29AAACB8433D1ZU (B), (M), (R), 22AAACB8433D1Z8 (G), 29AAACB8433D1ZU (M), 18AAACB8433D2ZW (B), 21AAACB8433D1ZA (G), 01AAACB8433D1ZC (B), 36AAACB8433D1ZZ (B), 29AAACB8433D1ZU (B), 19AAACB8433D1ZV (B), 08AAACB8433D1ZY (B), 33AAACB8433D1Z5 (B), 23AAACB8433D1Z6 (B), 27AAACB8433D1ZY (B), 38AAACB8433D1ZV (B), 32AAACB8433D1Z7 (M), 07AAACB8433D2ZZ (B), 20AAACB8433D1ZC (B), 27AAACB8433D1ZY (G), 20AAACB8433D1ZC (B), 29AAACB8433D1ZU (M) |

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : To be read along with ADDENDUM No. 242 Dt. 05/06/24 BC[Capital]- 136 Dt. 27/05/24 for Rs. 3,59,26,253.04 BC [Revenue]- SECL/GM(F)/ADVANCE BC/CONSUMPTION-HEMM SPARES/2025-26 TO 2027-28/J&amp;K AREA/28/01 Dt. 29/05/24 for Rs. 2,52,52,397.60

| # | आइटम विवरण   Item Description  | आइटम विवरण   Ordered Quantity | इकाई   Unit | इकाई मूल्य (INR)   Unit Price (INR) | कर विभाजन (INR)   Tax Bifurcation (INR) | मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR) |
|---|--|-------------------------------|-------------|-------------------------------------|---|---|
| 1 | उत्पाद का नाम   Product Name : Motor Grader<br>ब्रांड   Brand : BEML<br>ब्रांड प्रकार   Brand Type : Registered Brand<br>कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM<br>कैसे बेचा जा रहा है   Selling As : OEM verified Reseller<br>श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Motor Grader (Q3)<br>मॉडल   Model: BG825<br>एचएसएन कोड   HSN Code: 84292000 | 1                             | set         | 31,734,920                          | NA                                      | 31,734,920  |
| 2 | उत्पाद का नाम   Product Name : Motor Grader<br>ब्रांड   Brand : BEML<br>ब्रांड प्रकार   Brand Type : Registered Brand<br>कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM<br>कैसे बेचा जा रहा है   Selling As : OEM verified Reseller<br>श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Motor Grader (Q3)<br>मॉडल   Model: BG825                                    | 1                             | set         | 4,191,333.04                        | NA                                      | 4,191,333.04  |

|   |  |   |     |               |    |               |
|---|--|---|-----|---------------|----|---------------|
|   | एचएसएन कोड   HSN Code: 84292000  |   |     |               |    |               |
| 3 | उत्पाद का नाम   Product Name : Motor Grader<br>ब्रांड   Brand : BEML<br>ब्रांड प्रकार   Brand Type : Registered Brand<br>कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM<br>कैसे बेचा जा रहा है   Selling As : OEM verified Reseller<br>श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Motor Grader (Q3)<br>मॉडल   Model: BG825<br>एचएसएन कोड   HSN Code: 84292000 | 1 | set | 5,091,647.96  | NA | 5,091,647.96  |
| 4 | उत्पाद का नाम   Product Name : Motor Grader<br>ब्रांड   Brand : BEML<br>ब्रांड प्रकार   Brand Type : Registered Brand<br>कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM<br>कैसे बेचा जा रहा है   Selling As : OEM verified Reseller<br>श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Motor Grader (Q3)<br>मॉडल   Model: BG825<br>एचएसएन कोड   HSN Code: 84292000 | 1 | set | 15,021,742.62 | NA | 15,021,742.62 |
| 5 | उत्पाद का नाम   Product Name : Motor Grader<br>ब्रांड   Brand : BEML<br>ब्रांड प्रकार   Brand Type : Registered Brand<br>कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM<br>कैसे बेचा जा रहा है   Selling As : OEM verified Reseller<br>श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Motor Grader (Q3)<br>मॉडल   Model: BG825<br>एचएसएन कोड   HSN Code: 84292000 | 1 | set | 5,139,007.02  | NA | 5,139,007.02  |

कुल ऑर्डर मूल्य | Total Order Value (in INR)

61,178,650.64

### परेषिती विवरण | Consignee Detail

| क्र.सं.   S.No | परेषिती   Consignee   | वस्तु   Item | लॉट नंबर   Lot No. | मात्रा   Quantity | दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After | वितरण पूरा कब तक करना है   Delivery To Be Completed By |
|----------------|---|--------------|--------------------|-------------------|---|--|
| 1              | पद   Designation :-<br>ईमेल आईडी   Email ID : bhavesh.silawat@coalindia.in<br>संपर्क   Contact : 88864-01052-<br>जीएसटीआईएन   GSTIN : 23AADCS2066E1ZR<br>पता   Address : Jamuna & kotma area, madya pradesh, anupur dist-484444,<br>ANUPPUR, MADHYA PRADESH-484444, India | Motor Grader | -                  | 1                 | 05-Jun-2024   | 02-Dec-2024  |
|                |   | Motor Grader | 1                  | 1                 | 05-Jun-2024   | 05-Jun-2025  |
|                |   | Motor Grader | 2                  | 1                 | 06-Jun-2025   | 05-Jun-2026  |
|                |   | Motor Grader | 3                  | 1                 | 06-Jun-2026   | 05-Jun-2027  |
|                |   | Motor Grader | 4                  | 1                 | 06-Jun-2027   | 04-Jun-2028  |

### Product Specification for Motor Grader

| विनिर्देश   Specification | उप-विनिर्देश   Sub-Spec | मूल्य   Value |
|---------------------------|-------------------------|---------------|
| Custom Specification      | Custom Specification    | Yes           |

### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

|   |   |
|---|---|
| 1. <a href="#">SpecificationDocument1</a> | mkp.gem.gov.in/catalog_data/catalog_support_document/04/27/257/CatalogAttrs/SpecificationDocument/2023/10/16/2023_10_16_18_05_51_bg825-specsheet_2023-10-16-18-05-54_42211baf84b06fc781d34458e64906b3.pdf |
|---|---|

### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

|  |   |
|--|---|
| 1. <a href="#">DrawingDocument</a>       | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/52574/54/78/703/CatalogAttrs/DrawingDocument/2024/2/20/tps_2024-02-20-17-32-00_e0376482ff4f39f94449c6cebc207457.pdf                                |
| 2. <a href="#">SpecificationDocument</a> | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/52574/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/20/buyer_specification_document_2024-02-20-17-32-00_39af3b33323685296769c45656e190d9.pdf |

### Product Specification for Motor Grader

| विनिर्देश   Specification | उप-विनिर्देश   Sub-Spec | मूल्य   Value |
|---------------------------|-------------------------|---------------|
| Custom Specification      | Custom Specification    | Yes           |

### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/04/27/257/CatalogAttrs/SpecificationDocument/2023/10/16/2023\_10\_16\_18\_05\_51\_bg825-specsheet\_2023-10-16-18-05-54\_42211baf84b06fc781d34458e64906b3.pdf

**खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:**

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/buyer\_documents/52574/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/20/1st\_year\_2024-02-20-17-35-23\_6fd315f106c0972a9b73cb75a9cf3a5c.pdf

**Product Specification for Motor Grader**

**विनिर्देश | Specification**

**उप-विनिर्देश | Sub-Spec**

**मूल्य | Value**

Custom Specification

Custom Specification

Yes

**विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:**

1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/04/27/257/CatalogAttrs/SpecificationDocument/2023/10/16/2023\_10\_16\_18\_05\_51\_bg825-specsheet\_2023-10-16-18-05-54\_42211baf84b06fc781d34458e64906b3.pdf

**खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:**

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/buyer\_documents/52574/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/20/2nd\_year\_2024-02-20-17-35-19\_5c69bd92f2c0debfcfd352a20c4cc38b0.pdf

**Product Specification for Motor Grader**

**विनिर्देश | Specification**

**उप-विनिर्देश | Sub-Spec**

**मूल्य | Value**

Custom Specification

Custom Specification

Yes

**विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:**

1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/04/27/257/CatalogAttrs/SpecificationDocument/2023/10/16/2023\_10\_16\_18\_05\_51\_bg825-specsheet\_2023-10-16-18-05-54\_42211baf84b06fc781d34458e64906b3.pdf

**खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:**

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/buyer\_documents/52574/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/20/3rd\_year\_2024-02-20-17-36-20\_5ff9ee411bebd7fa695a57269e6d350d.pdf

**Product Specification for Motor Grader**

**विनिर्देश | Specification**

**उप-विनिर्देश | Sub-Spec**

**मूल्य | Value**

Custom Specification

Custom Specification

Yes

**विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:**

1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/04/27/257/CatalogAttrs/SpecificationDocument/2023/10/16/2023\_10\_16\_18\_05\_51\_bg825-specsheet\_2023-10-16-18-05-54\_42211baf84b06fc781d34458e64906b3.pdf

**खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:**

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/buyer\_documents/52574/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/20/4th\_year\_2024-02-20-17-37-37\_daa48e12287507ea37602769f7316d62.pdf

**शुद्धिपत्र | Corrigendum**

1. तक बढ़ाया गया | Extended Upto : 2024-03-20 16:00:00

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

State Bank of India

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

A. **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 submission of offer/participation by the seller will be treated as their unconditional acceptance to all terms & conditions outlined in the e-bidding including GTC/STC and commercial terms of ATC.**

**1. INSTRUCTION TO BIDDERS:**

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

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

**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 working days from bid opening date. (Copy of SFMS by issuing bank should also be submitted along with hard copy of the Bank Guarantee)**

**NOTE: Working days shall be as per working days of SECL HQ only.**

**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 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 them.**

**CERTIFICATE TOWARDS LOCAL CONTENT FROM OEM**

We do hereby certify that the item/s 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 items offered meets minimum local content criteria for Class- ..... Local Supplier in pursuance 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

UDIN No. \_\_\_\_\_

NOTE:

If tender value is Rs. 10.00 Crores and above the above certificate needs to be issued through statutory auditor or cost auditor if the OEM is a company and from a practicing Cost Accountant or practicing Chartered Accountant 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 incorporated in the bid document.
- ii. Purchaser will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/ confirmation, if any.
- iii. After evaluation of the uploaded documents, shortfall/clarification documents, if required, shall be sought from all the bidders. For shortfall/ clarification only 01 (ONE) chance will be given. The time period for reply to the clarification will be for 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 document, if any, by the bidder(s), shall be dealt as per extant guideline of GeM GTC and ATC.

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

**4. 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. 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 submitted in hard copy, same may be taken from the consignee login by the consignee.

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

### **I. Capital Items:**

- a. 80% payment of equipment value and accessories/spares along with full taxes and duties, may be released within 21 days after delivery and acceptance of the same by the consignee and receipt and acceptance of performance bank guarantee.
- b. Balance payment (20% of equipment value along with accessories/spares, ITC & other charges) shall be made within 21 days after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates of successful commissioning. A certificate shall immediately be submitted by the unit concerned duly vetted by the SO(E&M)/SO(Excv) and area GM to the paying authority through GM(E&M)-HOD/GM(Excv)-HOD to the effect that the equipment has been e

rected and commissioned to their entire satisfaction.

- II. **Revenue Items:** 100% payment for spares and consumables shall be paid within 21 days after receipt and acceptance of the material at site by consignee or submission of suppliers' bills, whichever is later against submission of PBG.

**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.

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.

6. **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.

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

The Performance Security/Security Deposit equivalent to 5% 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 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.

8. **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 landed value of equipment 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 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) valid for a period of minimum 51 months from the date of placement of order.
- 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 fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim certificate is received from the concerned HOD/Area GM and the contractor 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 (SFMS).

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 Addresses | 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)<br><br>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}

Messers ..... a Company/Firm having its office at No ..... (herein after called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no ..... dated ..... (herein after 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 th

hereunder, 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, then Bank Guarantee shall be preferably operative at any of its Kolkata Branch.

**NOTE:** Copy of SFMS (76COV) by issuing bank should be submitted along with hard copy of the Bank Guarantee as per format provided above and subsequent amendment/extension vide (SFMS 767COV), if any

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

## 9. PERFORMANCE BANK GUARANTEE against CAMC: (if applicable)

~~After completion of warranty period the contractor/ successful bidder shall further submit performance bank guarantee equivalent to (case specific 2.5 to 5%) 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 offer~~

~~red equipment (i.e., Environmental tele-monitoring system) shall be released after completion of warrantee period and submission of PBG for CAMC. PBG may be submitted equipment wise.~~

#### 10. SUBMISSION OF BANK GUARANTEE'S:

1) The Bank Guarantee issued by the issuing Bank on behalf of contractor/supplier in favour of " South Eastern Coalfields Limited" shall be in paper form as well as issued under "Structured Financial Messaging System" ( SFMS). As such the Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway either to the SBI, SME Branch, Bilaspur (IFSC - SBIN0004177) or to the ICICI Bank, Vyapar Vihar, Bilaspur (IFSC- ICIC0000282) as the case may be.

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

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

|   |   |     |                              |  |
|---|---|-----|------------------------------|--|
| 1 | Name of the Beneficiary and his Details | i   | 7034(Beneficiary Details)    | South Eastern Coalfields Limited                       |
|   |   | ii  | Area                         | SECL HQ, Bilaspur                                      |
|   |   | iii | Name of Bank                 | State Bank of India                                    |
|   |   | iv  | Bank Account No.             | 30285470636  |
|   |   | v   | Department                   | Material Management                                    |
| 2 | Beneficiary Bank, Branch and Addresses  | i   | Name of Bank                 | State Bank of India                                    |
|   |   | ii  | Bank Branch Name             | SME SBI Branch, Bilaspur                               |
|   |   | iii | Branch Code                  | 4177   |
|   |   | iv  | Beneficiary Bank Branch IFSC | SBIN0004177  |
|   |   | v   | Beneficiary Bank Address     | SBI, Galaxy Height, Vyapar Vihar, Bilaspur - 495001,CG |

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

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

|  |    |                        |            |
|--|----|------------------------|------------|
|  | vi | (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 IFN760COV/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 defaulter L1 bidder for the tendered item.

If the bidder and/or manufacturer has been **BANNED OR DELISTED OR DEBARRED OR 'PUT ON HOLIDAY'** by any government or quasi-government or PSU's., this fact must be clearly stated, and it may not necessarily be cause of disqualification. In this respect, the bidder/manufacturer shall upload the same as additional document. The declaration in case of been **BANNED OR DELISTED OR DEBARRED OR 'PUT ON HOLIDAY'** shall be submitted in following format:

| <b>Format for Banning /Delisting/Debarred/Put on Holiday Declaration</b>   |   |
|--|---|
| 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:   |   |
| <b>Name of the Organization</b>  | <b>Period of banning (Start date and end date )</b> |
|  |   |
|  |   |
|  |   |
| 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 them.

**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

e 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].

**NOTE 1:** 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

**NOTE 2:** The above terms & condition will supersede the GeM terms & condition in case of any conflict/contradiction between two.

**NOTE 3:** 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.

**NOTE 4:** 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<br>(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<br>(Self certificate From the OEM of offered product)   |                    |
| 4     | <del>Make in India Certificate for bids with estimated value more than ₹10 crores<br/>MII certificate signed by OEM of offered produce 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     | 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 shall submit certificate as per format given in commercial ATC   |                    |
| 7     | In case the bidder is from a country sharing land boundary with India - bidder shall submit certificate as per format given in commercial ATC for the same.   |                    |
| 8     | In case the bidder is having Transfer of Technology (ToT) 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   |                    |

**B. ADDITIONAL TERMS & CONDITIONS (TECHNICAL)**

| <b>ELIGIBILITY CRITERIA SHEET</b>  |                                     |  |
|--|-------------------------------------|--|
| <p>The bidders must satisfy the following conditions (as applicable) to be considered as eligible bidder against the tender (the bidders should clearly indicate in their offer the sub-clause against which they claim to be qualified as eligible bidder):</p> |                                     |  |
| Specification Parameter *  | Bidder's value (Agreed/ Not Agreed) | REMARKS  |
| (1) Manufacturers / Indian Agents  |                                     |  |
| <p><b>A. INDIGENOUS (LOCAL) MANUFACTURERS:</b> Indigenous (Local) Manufacturers who manufacture the equipment model of tendered capacity or higher are eligible to quote against this tender</p>   |                                     | <p>YES for Indigenous (Local) Manufacturers, Not Applicable for Otherwise. Valid Manufacturing certificate of offered equipment should be submitted.</p> |

|   |  |   |
|---|--|---|
| <p><b>B. AUTHORIZED INDIAN AGENT OF INDIGENOUS (LOCAL) MANUFACTURER :-</b> If the manufacturer does not quote directly to any organisation in India as a matter of its corporate policy (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints), the authorised Indian Agent of the Manufacturer may participate in the tender based on the tender specific authorisation issued by the manufacturer mentioning tender reference number and date and validity of such authorisation.</p>   |  | <p>YES for Authorised Indian Agent of Indigenous (Local) Manufacturers and uploaded specific Authorisation certificate as per clause, Not Applicable for Otherwise.</p> |
| <p><b>B i).</b> The manufacturer is also required to submit a certificate that it is not quoting directly against the tenders of any organisation in India (excepting the situations mentioned above, if applicable) as a matter of its corporate policy and if, subsequently, at any stage, it is found that it has quoted directly to any organisation in India excepting the situations mentioned above, it shall be liable for penal action as per provision of this Manual, if the justification provided by the bidder has not been considered adequate and satisfactory by the procuring entity.</p>   |  | <p>YES for uploaded certification as per clause. Not applicable otherwise.</p>  |
| <p><b>C. INDIAN OFFICE OF A FOREIGN MANUFACTURER OR INDIAN SUBSIDIARY OF A FOREIGN / INDIAN MANUFACTURER:</b> Indian Office of a Foreign Manufacturer or Indian Subsidiary of a Foreign/ Indian Manufacturer are also eligible to quote on behalf of the Manufacturer.</p>  |  | <p>YES for Indian Office of a Foreign Manufacturer or Indian Subsidiary of a Foreign / Indian Manufacturer and uploaded certificates, Not Applicable for Otherwise.</p> |
| <p><b>D. INDIAN MANUFACTURING ENTITY OF FOREIGN MANUFACTURER :</b> Indian manufacturing entity of the foreign manufacturer is eligible to bid as Indigenous Manufacturer if the Foreign Manufacturer manufactures equipment of the same or similar capacity as the tendered equipment; and the Indian Manufacturing entity has sufficient facility for manufacturing, supply and After Sales Service Support in India for equipment of same or similar capacity as the tendered equipment.</p> <p>In such case the bidder shall be required to submit copy of valid Legal Agreement/ Collaboration Agreement/ License Agreement/ MOU with foreign (principal) manufacturer digitally signed (for documents submitted on e-procurement portal) / self-certified (for documents submitted in modes other than e-procurement portal for the equipment being offered to prove their status as Indian Manufacturing entity of foreign manufacturer. Such bidders shall be required to submit tender specific declaration by the Principal Manufacturer. Both the Indian manufacturing entity and its principal manufacturer should confirm to ensure supply of spares, consumables and service support for smooth running of the equipment during its life time.</p> <p>If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required.</p> |  | <p>YES for Indian Manufacturing entity of foreign manufacturer and uploaded specific document as per clause, Not Applicable for Otherwise.</p>                          |
| <p><b>E. Non-Local Suppliers will not be eligible to participate in Domestic Tenders. Domestic Tenders meant only for Indigenous Manufacturers / Local Suppliers.</b></p>   |  |   |
| <p><b>F. For definition of Indigenous manufacturer / Local Supplier Class-I &amp; Class-II and local content please refer the relevant clause of the NIT. Bidder has to submit following document along with their offer for Verification of local content :-</b></p>   |  |   |
| <p><b>F (i).</b> The Class-I / Class-II Local Supplier at the time of bidding shall be required to provide self-certification that the item offered meets the minimum local content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier', as the case may be. They shall give details of the location(s) at which the local value addition is made.</p>   |  | <p>Yes for uploaded certification as per clause. Not applicable otherwise.</p>  |
| <p><b>F (ii).</b> In cases of procurement for a value in excess of Rs. 10 crores, the 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).</p>  |  | <p>Yes for uploaded certification as per clause. Not applicable otherwise.</p>  |

|  |  |   |
|--|--|---|
| es) giving the percentage of local content.  |  |   |
| F (iii). SECL may constitute committees with internal and external experts for independent verification of self-certificates / auditor's/ accountant's certificates on random basis and in the case of complaints.   |  |   |
| F (iv). False declarations will attract banning of business of the bidder or its successor(s) as per relevant clause of Purchase Manual of CIL.  |  |   |
| G. If an Indian Agent submits bid on behalf of a manufacturer, the same agent shall not submit a bid on behalf of another manufacturer in the same tender for the same item / product. Further, in a tender, either manufacturer can quote or its authorised Indian Agent can quote but both are not allowed to participate/ quote in the same tender. One manufacturer can authorize only one agent. The business entity of the Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. The term 'Agent' broadly includes Distributor, Dealer, Channel Partner etc.   |  |   |
| H. The bidder or Manufacturer (in case the bidder is not manufacturer) will have After Sales Service Support facilities in India like Depot / Warehouse for supply of spare parts required for repair and maintenance of the equipment, Workshop facilities for servicing, repairing and testing of assemblies, sub-assemblies of the offered equipment, availability of trained technical manpower etc., training facilities for providing training to SECL/CIL's personnel for the offered capacity and type of equipment. The workshop / service centre shall have proper material handling facilities for the major assemblies of the equipment, repairing / servicing and testing facilities for all components which require periodical servicing and check up, oil sample testing facilities and welding facilities for the required jobs. The workshop / service centre shall also have facility for testing and quality assurance for the components which will be serviced through vendor. |  |   |
| I. In case the bidder/ manufacturer does not have the After Sales Service Support facilities in India, the bidder will have to submit an undertaking along with its offer that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned. In such case, the bidder shall have to provide additional PBG for 30% of the contract value, which will be released after establishment of After Sales Service Support facilities in India and against submission of normal PBG for 10% of the contract value.  |  |   |
| J. In case the manufacturer is the bidder, the After Sales Service Support Facilities of its Indian Agent is also acceptable on meeting minimum criteria as mentioned at sub clause H of clause 1.   |  |   |
| K. The manufacturer/ tenderer shall submit a certificate that no agent/ middleman/ liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services and if, subsequently, at any stage, it is found that it has given a false certificate, it shall be liable for penal action as per provisions of the purchase manual of CIL and its subsequent amendment (Available on CIL's website, www.coalindia.in).  |  | Yes for uploaded certification as per clause. Not applicable otherwise. |
| L. <u>Collaboration Agreement</u> : In case of Collaboration Agreement or Memorandum of Understanding (MoU) with the principal manufacturer, the collaboration agreement / MoU should be valid on date of tender opening and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer has to confirm that supply of spares & consumables and service support will be ensured for smooth running of the equipment during its lifetime. The agreement / MoU evincing collaboration of the Indian Firm / Company with the Principal Manufacturer must be a document registered in India under the provision of Indian Registration Act, 1908, irrespective of likelihood that the same may not be compulsorily registered under the provision of Section-17 of the said Act.<br><br>In the event of termination of collaboration agreement / MoU, the  |  |   |

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| principal manufacturer will be responsible for the fulfillment of contractual obligations either by itself or through alternate collaborations / arrangements.   |  |   |
| <p><b>M. <u>License Agreement:</u></b> In case Indigenous manufacturer, who has manufactured, supplied and serviced the same or similar equipment (to the equipment being offered), is participating under License agreement with the company having valid Intellectual Property Rights (IPR) for the equipment being offered, the License agreement should be valid on date of tender opening and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract.</p> <p>The bidder and licensor having IPR for the equipment being offered should confirm to ensure supply of spares &amp; consumables and service support for smooth running of the equipment during its lifetime. The agreements evincing License agreement of the bidder and licensor must be a document registered in India under the provisions of the Indian Registration Act, 1908, irrespective of the likelihood that the same may not be compulsorily registered under the provision of Section-17 of the said Act.</p>                            |  |   |
| N. Manufacturer will accept the responsibility for the satisfactory execution of orders placed on the authorized agents including warranty/ guarantee obligations.   |  |   |
| O. Manufacturer, wherever necessary, will provide requisite inspection and testing facilities at its works in respect of orders placed on authorized agent.  |  |   |
| P. Letter submitted by the Agents for inspection of goods would be accompanied by a certificate from the manufacturer that the goods offered for inspection as indicated in the letter have been manufactured by them.   |  |   |
| Q. Authorized agents will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations and will also be responsible for providing the required after sale service.  |  |   |
| <b>(2) Provenness Criteria (except for Start up &amp; MSE's)</b>   |  |   |
| Procurement against this tender shall be made only for proven equipment. Equipment offered by a bidder shall be considered proven as detailed herein below:  |  |   |
| i). The equipment offered by the tenderer shall be considered proven provided that 1 number equipment of quoted model or similar equipment, as defined below, or combination thereof, must have been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India to mining industry and/ or to the other Industries (Private or Government/ Public Sector Undertaking) and all of them performed satisfactorily for a minimum period of one years from the date of commissioning. The performance of only those equipment would be considered for assessing provenness which have been commissioned 1 years prior to the date of opening of tender but not prior to 5 years from the date of opening of tender (window period).   |  |   |
| ii). In case the quoted model or similar equipment has not been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India or if supplied and commissioned in India but the same has not completed required years of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is of 5 numbers of offered or similar equipment or combination thereof which have been commissioned 1 years prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and all of them performed satisfactorily for a minimum period of one years from the date of commissioning. The worldwide population of the bidder will be considered for provenness only when the bidder gives an undertaking that it has not supplied the quoted model or similar equipment in India or if supplied and commissioned in India, the same has not completed required years of performance for provenness as mentioned above at sub clause (i) of clause 2. |  | Yes for compliance and furnishing required undertaking as per clause, Not Applicable otherwise. |
| iii). In case the indigenous manufacturer is quoting the same / similar type & model of the equipment as supplied by their foreign   |  |   |

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| <p>collaborator / foreign principal worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 5 numbers equipment of quoted model or similar equipment or combination thereof which have been commissioned 1 years prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and all of them performed satisfactorily for a minimum period of one years from the date of commissioning. However, for worldwide population, foreign collaborator's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits digitally signed copy (for documents submitted on e-procurement portal) / self-certified (for documents submitted in modes other than e-procurement portal) of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares &amp; consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.</p> <p>If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required.</p>  |  | <p>Yes for compliance and furnishing required undertaking as per clause, Not Applicable otherwise.</p> |
| <p>iv). In case the indigenous manufacturer is quoting the same / similar type &amp; model of the equipment as supplied by their licensor having valid IPR for the same type &amp; model of equipment being offered worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 5 numbers equipment of quoted model or similar equipment or combination thereof which have been commissioned 1 years prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and all of them performed satisfactorily for a minimum period of one years from the date of commissioning. However, for worldwide population, the bidder's and licensor's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits digitally signed copy (for documents submitted on e-procurement portal) / self-certified (for documents submitted in modes other than e-procurement portal) of their License Agreement with the company having valid IPR for the equipment being offered, which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. The bidder and licensor for the equipment being offered will also confirm to ensure supply of spares &amp; consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.</p> <p>If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required.</p> |  | <p>Yes for compliance and furnishing required undertaking as per clause, Not Applicable otherwise.</p> |
| <p>v). Indian Manufacturing entity of foreign manufacturer and bidding as Indigenous manufacturer: In case the Indian manufacturing entity of foreign manufacturer who has sufficient facility for manufacturing, supply and after sales service of same or similar equipment as supplied by their foreign (principal) manufacturer worldwide in the past and the quoted model of Indian manufacturing entity has either not been supplied in India or if supplied and commissioned in India, the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 5 numbers equipment of offered model or similar equipment thereof which have been commissioned 1 years prior to the date of opening of tender but not prior to 5 years from the date</p>  |  |  |

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| <p>e of opening of tender and all of them have performed satisfactorily for a minimum period of one year from the date of commissioning. However, for worldwide equipment population, the bidder's and principal manufacturer's experience of supplying the quoted or similar equipment worldwide shall be considered only if the Indian manufacturing entity submits digitally signed (for documents submitted on e-procurement portal) / self-certified (for documents submitted in modes other than e-procurement portal copy of valid Legal Agreement/ Collaboration Agreement/ License Agreement/ MOU with foreign (principal) manufacturer for the equipment being offered and a declaration from the Foreign Manufacturer that all related required Intellectual Property of quoted equipment are accessible by the Indian manufacturing entity. Further, the foreign manufacturer will give an undertaking for successful performance of the equipment to be manufactured by the Indian manufacturing entity during lifetime of the equipment. The bidder and foreign principal manufacturer for the equipment being offered will also confirm to ensure supply of spares &amp; consumables and service support for smooth running of the equipment throughout its life.</p> <p>If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required.</p> |  | <p>Yes for compliance and furnishing required document(s) as per clause Not Applicable otherwise.</p> |
| <p><b>3). Satisfactory performance of equipment means:-</b></p>  |  |   |
| <p>"Satisfactory Performance" means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/ contracts for a minimum period of one year from the date of commissioning. In case supply orders/ contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/ contracts against which these equipment were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self-certification claiming satisfactory performance of the equipment supplied.</p>  |  |   |
| <p><b>4). The similar equipments shall be such equipment, which fulfil the following:</b></p>  |  |   |
| <p>a). Performs almost identical operations as the quoted model.</p>   |  |   |
| <p>b). Should be equal to or higher than the tendered capacity.</p>  |  |   |
| <p>c). Uses sub-components, sub-systems and major assemblies of substantially similar design &amp; construction to the model quoted - only ratings/ specifications may differ (Lower or Higher).</p>   |  |   |
| <p><b>5). Acceptance Criteria for Similar Equipment :-</b></p>   |  |   |
| <p>(a). If the bidder claims provenness of the quoted model based on similar equipment as per sub clause-4 above, then the similar equipment should have performed satisfactorily for a minimum period of one (01) year from the date of commissioning along with satisfactory performance of quoted model for a minimum period of six (06) months from the date of commissioning within the window period as indicated above.</p>   |  |   |
| <p>(b). If the bidder claims provenness of the quoted model based on similar equipment as per clause-4 above and the similar equipment has performed satisfactorily for a minimum period of one (01) year from the date of commissioning but quoted model has not worked for a minimum period of six (06) months from the date of commissioning within the window period as indicated above, then the offer may be accepted subject to following conditions:<br/> 1. The quoted model should have been designed, manufactured and supplied to the end-user but has not been commissioned or if commissioned, has not completed six (06) months of operation after the commissioning. Documentary evidence for past supply of the quoted model is to be provided along with the offer.<br/> or<br/> The quoted model is an upgraded version of the existing model with improved and the latest drive line / system etc. and has not been manufactured and/or supplied earlier. In such case, the basic model should remain the same. Documentary evidence of past supply of the existing model whose upgraded version has been offered, is to be provided along with the offer.</p>   |  |   |

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| <p>2. (i) The successful bidder will be allowed to supply the quantity of first lot as indicated in Schedule of Requirement.</p> <p>(ii) The firm shall be required to furnish additional Performance Bank Guarantee of 100% of the total landed value of equipment along with spares &amp; consumables for warranty period for the quantity of first lot.</p> <p>3. On satisfactory performance of all the equipment of first lot for one year from the date of commissioning [to be certified by the General Manager (Excavation)/ HOD of the subsidiary company], clearance shall be obtained from the order issuing authority for supply of the remaining quantity, if any, as per Schedule of Requirement.</p> <p>4. The additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of all the equipment supplied in first lot for one year from the date of commissioning.</p> <p>5. The original 10% PBG for the total contract value will be retained for entire contract period as per PBG clause of NIT.</p>   |  |   |
| <p><b>NOTE:</b><br/>In case of unsuccessful performance of the first lot of equipment supplied by the firms who qualify as per above sub clause 5 (b), the following shall be applicable:</p> <p>i) The 100% Additional Performance Bank Guarantee for the first lot of equipment shall be encashed by CIL/SECL. Consequent upon the encashment of the 100% Bank Guarantee due to non achievement of stipulated minimum availability percentage, the Supplier shall take back the equipment at no cost to the Purchaser and the contract for the balance quantity shall be cancelled.</p> <p>ii) The original 10% performance bank guarantee shall be returned to the supplier after recovery of penalty for non-achievement of guaranteed availability in respect of first lot of equipment.</p> <p>iii) The performance of any individual equipment under this clause shall not be considered for provenness in future tenders of CIL &amp; subsidiaries for any capacity of this type of equipment.</p> <p>iv) In case of equipment imported under Project Concessional Duty (PCD), the amount of Customs Duty Concession i.e. the differential amount of Normal Customs Duty (NCD) and PCD availed during import shall be recovered from the supplier with interest for refund to the Customs Authorities. The supplier shall deposit such amount to the purchaser on demand else the same shall be recovered from the Security Deposit Bank Guarantee / Performance Bank Guarantee of the supplier.</p> |  |   |
| <b>6. Documents Establishing Bidder's Eligibility and Qualifications (except for Startup &amp; MSE's)</b>  |  |   |
| <p>a). The bidders should submit authenticated copies (duly signed, stamped by the Original Equipment Manufacturer and notarized) of firm supply orders for the offered model of equipment or of similar equipment received by them from customer as defined in the clause - 2. [Proven-ness Criteria].</p>  |  | <p>Yes for Uploaded Authenticated copy of supply order as per clause. Not Applicable otherwise.</p> |
| <p>b). The bidders should furnish the satisfactory performance certificate having reference of firm supply order no. with date, Machine SI. No &amp; Date of commissioning (self-authenticated and Notarized) issued by the same organization for the same model of equipment (w.r.t. firm supply order submitted as above) for a minimum period of one year from the date of commissioning on annual basis.</p>   |  | <p>Yes for Uploaded performance report as per clause. Not Applicable otherwise.</p>                 |
| <p>c). In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall give a self-certification duly signed &amp; stamped along with Proof of Payment against the Purchase Order(s)/ Rate Contract(s), clearly indicating firm supply order no. with date, Machine SI. No., Date of commissioning &amp; its performance confirming that the type and model of equipment offered, performed satisfactorily for a minimum period of three years/ one year (as the case may be) from Date of commissioning on annual basis and the desired parameters of the performance of the equipment stipulated in the firm supply orders received, have been met and no warranty / guarantee claim is pending against the firm supply orders received.</p>  |  | <p>Yes for Uploaded self certification as per clause. Not Applicable otherwise.</p>                 |
| <p>d). The bidder should also submit a Self-Certificate in the following format:<br/>"The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the complaints/claim (s) lodged</p>   |  | <p>Yes for Uploaded self certification</p>  |

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| <p>ed by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending".</p> <p>In case, any specific Purchase Order(s) has/ have not been fully executed and any complaint/ claim is pending, then details of such cases to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.</p>  |  | <p>as per clause. Not Applicable otherwise.</p>  |
| <p>e). In case authorized agent is submitting the offer on behalf of the Original Equipment Manufacturer, self-certification duly signed and stamped by the principal (i.e. Original Equipment Manufacturer) is to be submitted regarding performance as mentioned at sub clause c) of clause 6 above.</p>  |  | <p>Yes for Uploaded self certification of principal in case of quoted by Authorised Agent as per clause. Not Applicable otherwise.</p> |
| <p>f). In case bidders are not in a position to submit the past firm supply order copies due to confidentiality laws of particular country, a copy of such laws should be enclosed along with the offer for claiming exemption from submitting the firm supply order/contract copies and in such cases the bidder should enclose a Customers List for the type and model of tendered capacity of equipment offered duly signed and stamped by the Original Equipment Manufacturer and duly notarized, clearly indicating the Customer Name &amp; Address, Contract No.&amp; date, Date of supply and erection &amp; commissioning, guaranteed annual availability, if any, as per the performance guarantee clause of the firm supply order/contract and actual achieved annual availability (if available), for a minimum period of 1 Year from Date of commissioning on annual basis for each equipment supplied.</p> |  |  |
| <p>g). In case a bidder has a foreign collaboration, the bidder must submit the documents/ certificates, duly notarized, relating to collaboration with principals, clearly indicating -</p> <p>a. That the collaboration agreement is valid on date of tender opening and shall also remain valid at least up to supply of equipment.</p> <p>b. That they will supply spares and consumables and provide service support for smooth running of the equipment during its lifetime.</p>  |  | <p>Yes for uploaded copy of confidentiality law &amp; customer details as per clause. Not applicable otherwise.</p>                    |
| <p>h). The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility and appropriate action will be taken by CIL/SECL, if it is subsequently found to be misleading/ false/ forged.</p>  |  |  |
| <p>i). However, SECL reserves the right to verify the above or get the performance directly from the concerned buyers/ customers/ end users of the equipment (against past supplies as mentioned above) of the bidder.</p>  |  |  |
| <p>j). The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents: Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest</p>   |  | <p>Yes for uploaded authenticated document as per clause by Indian agents. Not applicable otherwise.</p>                               |
| <p><b>7. Startup / MSE's: Bidder should comply all the relevant applicable clause of CIL Purchase Manual 2020 and its subsequent amendments (if any) available on CIL website, www.coalindia.in.</b></p>  |  | <p><b>YES for Startup / MSE's, Not Applicable for Otherwise.</b></p>   |
| <p><b>8 Provenness for equipment supplied under trial : The equipment which has been supplied under trial will be considered proven if the same has performed satisfactorily for a minimum period of three years from the date of commissioning on annual basis.</b></p> <p><b>In case of trial equipment, the bidder should submit the operating and maintenance cost incurred during the trial period. Before declaring the trial equipment proven for regular procurement, the performance of the equipment for three years, will be examined along with the maintenance and operating cost involved for use of the trial equipment.</b></p>   |  |  |
| <p><b>9. Provisions of CIL's Purchase Manual: The provisions of CIL's Purchase Manual 2020 and its subsequent amendments (Available o</b></p>   |  |  |

n CIL's website, www.coalindia.in) shall also be applicable, if not specified otherwise in this Bid document.

**Delivery Period:** Motor Grader shall be supplied within 06 months from the date of placement of order

**As per requirement, Delivery in GeM portal for complete scope has been selected as 4 years. The detailed delivery schedule is below:**

| Description  | Timeline  |
|--|---|
| 270-290HP Motor Grader   | Within 06 months from placement of order  |
| Spares for 1 <sup>st</sup> year of operation (warranty spares)                     | 1 year from the date of commissioning   |
| Spares for 2 <sup>nd</sup> year of operation (1 <sup>st</sup> year after warranty) | 1 year from the date of completion of 1 <sup>st</sup> year of operation (warranty period) |
| Spares for 3 <sup>rd</sup> year of operation (2 <sup>nd</sup> year after warranty) | 1 year from the date of completion of 2 <sup>nd</sup> year of operation                   |
| Spares for 4 <sup>th</sup> year of operation (3 <sup>rd</sup> year after warranty) | 1 year from the date of completion of 3 <sup>rd</sup> year of operation                   |

**If required after conclusion of contract offline amendment/addendum will be issued to accommodate the change in delivery period of different years of operation.**

**2.2 Buyer Added Bid Specific ATC:**

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

**2.3 Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

**2.4 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 %.

**2.5 Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

**2.6 Generic**

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

**2.7 Generic**

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

**2.8 Generic**

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

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

**2.9 Scope of Supply:**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

**2.10 Certificates:**

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

**2.11 Forms of EMD and PBG:**

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

South Eastern Coalfields Ltd.

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.

पुर्जों / उपभोग्य सामग्रियों के लिए प्रस्तावित मूल्य | Price Offered for Spares / Consumables:

[पुर्जों / उपभोग्य सामग्रियों के दस्तावेज़ लिंक के लिए प्रस्तावित मूल्य | Price Offered for Spares / Consumables Document link](#)

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.