



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3518636  
Dated/दिनांक : 03-06-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-06-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-06-2023 15:30:00
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	Materials Management
Organisation Name/संगठन का नाम	South Eastern Coalfields Limited
Office Name/कार्यालय का नाम	Secl Bilaspur Cg
Total Quantity/कुल मात्रा	75000
Item Category/मद केटेगरी	1st year MARC for CAT make 7495HD, 42 Cu. Mtr. Electric Rope Shovel (Q3) , 2nd year MARC for CAT make 7495HD, 42 Cu. Mtr. Electric Rope Shovel (Q3) , 3rd year MARC for CAT make 7495HD, 42 Cu. Mtr. Electric Rope Shovel (Q3) , 4th year MARC for CAT make 7495HD, 42 Cu. Mtr. Electric Rope Shovel (Q3) , 5th year MARC for CAT make 7495HD, 42 Cu. Mtr. Electric Rope Shovel (Q3)
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	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	1st year MARC for CAT make 7495HD, 42 Cu. Mtr. Electric Rope Shovel

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	7 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	4255309524
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।</b>	Yes

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
EMD Amount/ईएमडी राशि	5000000

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने 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 :**

Subsidiary of Coal India Ltd.

BANK NAME - Axis Bank Limited BRANCH NAME - Rama Trade Centre, Bilaspur Chhattisgarh NAME OF BENEFICIARY- South Eastern Coalfields Limited, Seepat Road Bilaspur ACCOUNT NO. 914020047244694 IFSC CODE- UTIB0000164 The Bank Guarantee issued by a scheduled Bank shall 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 operative at any of its Kolkata Branch.  
(South Eastern Coalfields Ltd.)

**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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### **MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

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.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

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

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

BOQ Format - [1685707513.xlsx](#)

**1st Year MARC For CAT Make 7495HD, 42 Cu. Mtr. Electric Rope Shovel ( 15000 hour )**

**(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**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**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	Soumitra Chandra	495454,SECL KUSMUNDA AREA	10000	365
2	Rakesh Kumar Tiwari	495452,SECL GEVRA AREA	5000	365

**2nd Year MARC For CAT Make 7495HD, 42 Cu. Mtr. Electric Rope Shovel ( 15000 hour )**

**(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**

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**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	Soumitra Chandra	495454,SECL KUSMUNDA AREA	10000	730
2	Rakesh Kumar Tiwari	495452,SECL GEVRA AREA	5000	730

### 3rd Year MARC For CAT Make 7495HD, 42 Cu. Mtr. Electric Rope Shovel ( 15000 hour )

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### 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	Soumitra Chandra	495454,SECL KUSMUNDA AREA	10000	1095
2	Rakesh Kumar Tiwari	495452,SECL GEVRA AREA	5000	1095

### 4th Year MARC For CAT Make 7495HD, 42 Cu. Mtr. Electric Rope Shovel ( 15000 hour )

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### 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	Soumitra Chandra	495454,SECL KUSMUNDA AREA	10000	1460
2	Rakesh Kumar Tiwari	495452,SECL GEVRA AREA	5000	1460

### 5th Year MARC For CAT Make 7495HD, 42 Cu. Mtr. Electric Rope Shovel ( 15000 hour )

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### 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	Soumitra Chandra	495454,SECL KUSMUNDA AREA	10000	1825
2	Rakesh Kumar Tiwari	495452,SECL GEVRA AREA	5000	1825

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

#### 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:** 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.
- iii. Any Central/State Government Organization/PSU shall be exempted towards submission of EMD. OEMs/OES 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 of bid opening. (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. As per the latest directives of Govt. of India EM-Part II /UAM/N SIC/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 for purchase preference for Make in India.
- x. Non-Banning/Delisting/Debarred/Put on Holiday shall be submitted as per bid. 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.
- xii. 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 inf

ormation 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**

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We do hereby certify that the item/services offered against the tender 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.

Authorized Signatory

Date:

Seal of the firm

I/We \_\_\_\_ (Name of the auditor) \_\_\_\_ are statutory/cost auditor of \_\_\_\_ (Name of the firm) \_\_\_\_ 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, at this stage. SEC L 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. PRICE/PAYMENT TERMS: As per ATC (Technical)**



**NOTE:** Bidders shall download the excel format provided along with the bid and quote their year wise offered prices as per the BOQ excel sheet format provided.

Bidder shall fill the value of Extended Landed Price after NPV reflected in K column of BOQ in the GeM portal price bid section for each year and after techno-commercial evaluation RA shall be conducted on the NPV value reflected in the K column of BOQ for respective year.

NPV is calculated considering the discounting factor of 10.10% as detailed in BOQ

The L-1 bidder shall submit price break-up of their offered prices after reverse auction in BOQ format, at the request of buyer **only after opening of price bid** through their registered email id on GeM portal clearly indicating NPV and absolute value of their offered prices which shall be considered part of contract and absolute value (without considering NPV) shall be reflected in the contract concluded with the firm.

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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.

**5. PAYING AUTHORITY:** As mentioned in the technical document . However, regularization of payment on GeM portal shall be done as per provision of GeM.

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**6. PERFORMANCE SECURITY (shall be treated as SECURITY DEPOSIT):** Not applicable

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**7. PERFORMANCE BANK GUARANTEE: (To be submitted directly to Buyer in Original)**

- i. The successful bidder shall be required to submit Performance Bank Guarantee @ 10% of maximum annualized value of contract period. PBG shall be valid from the date of signing of contract to 03 months beyond than completion of the contract period of the last equipment. However, if any guideline/ policy of the company is applicable for PBG clause, then the same may suitably be incorporated/modified 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. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.
- iii. The Performance Bank Guarantee (PBG) shall be in the same currency(ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.
- iv. If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of Bid by the number of equipment ordered for that particular item of the Bid.
- v. The PBG(s) for equipment shall remain valid till 3 months after the completion of entire contract
- vi. The PBG shall be submitted sufficiently in advance to enable its verification from the issuing bank before submission of the invoice for payment.

- vii. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the contractual 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 is pending, with the approval of the concerned HOD (MM)/Area GM.
- viii. In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill and in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. The amount shall be refunded to the supplier upon acceptance of PBG submitted by them.
- ix. The PBG will be submitted through Structured Financial Management System (SFMS).
- x. Whenever deductions for unsatisfactory performance of equipment are made within the tenure of the PBG/extended SDBG/amount held back as PBG, the amount deducted from the PBG/extended SDBG/amount held back as PBG, should be replenished within a month in order to ensure that the original value, of the PBG/extended SDBG/amount held back as PBG, remains the same.

**FORMAT FOR BANK GUARANTEE**

SOUTH EASTERN COALFIELDS LIMITED, BILASPUR

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**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.....(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 q

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.

The Guarantee is operative at our \_\_ (Name & Address of branch situated at Bilaspur CG) \_\_.

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 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 operative at any of its Kolkata Branch.

The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below:

1	Name of the Beneficiary and his Details	i	Name	South Eastern Coalfields Limited
		ii	Area	SECL HQ, Bilaspur
		iii	Name of Bank	Axis Bank Limited
		iv	Bank Account No.	914020047244694
		v	Department	Material Management
2	Beneficiary Bank, Branch and Address	i	Name of Bank	Axis Bank Limited
		ii	Bank Branch Name	Rama Trade Centre, Bilaspur CG
		iii	Branch Code	0164
		iv	Beneficiary Bank Branch IFSC	UTIB0000164
		v	Beneficiary Bank Addresses	Axis Bank, Rama Trade Centre, Bilaspur, CG

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

## **8. 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

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

## **9. PRICE FALL CLAUSE:**

The Bidder undertakes that it has not offered to supply/ supplied/is not supplying same or similar product/systems or sub systems at a price lower than that offered in the present bid in respect of 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 and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder 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 at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

- i. The currency of contract will mean the period till completion of contract.
- ii. The bidder will be asked to submit a copy of the last (latest) purchase order for the similar/ordered item(s) received by them from any Organization / Ministry/ Department of the Govt. of India Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.
- iii. It shall be responsibility of the supplier to inform the purchaser of offer to supply/supply of the similar/ordered items) 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.
- iv. The supplier shall submit a certificate along with the bill(s) that it has not offered to supply/supplied the similar/ordered items) 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.”

## **10. RESTRICTIONS ON PUBLIC PROCUREMENT FROM CERTAIN COUNTRIES:**

In compliance to Restriction under rule 144(xi) of the General Financial Rules (GFRs ),2017 AND Circular No.F/7/10/2021-PPD(1) Dt 23.02.2023, Ministry of Finance, the bidders shall Submit a Self-Declaration in below format (Certificate-1 and Certificate 2 -both the certificates) regarding restriction of Public Procurement from certain countries

### **Certificate-1: Model Certificate for Tenders:**

"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 not from such a country or, if from such a country, has been registered with the competent Authority. We ..... (name of the Firm) hereby certify that we fulfill all requirements in this regard and are eligible to be considered”.

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

**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 we do not have any ToT arrangement requiring registration with the competent authority."

**OR**

"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 valid registration to participate in this procurement."

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

**11. LIQUIDATED DAMAGES CLAUSE:** In the event of failure to takeover the equipments within 10 days from conclusion of contract/expiry of MARC for reasons attributable to the successful bidders in accordance with the terms and conditions and the specifications mentioned in the contract and in the event of breach of any of the terms and conditions mentioned in the order, South Eastern Coalfields Ltd., shall have the right:

- a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent) of the total contract value.
- b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or--
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also,
- d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty if imposed, shall not be more than the agreed liquidat

ed damages referred to in CLAUSE (a) above

- e) To forfeit the security deposit/PBG fully or in part.
- f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, South Eastern Coalfields Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. South Eastern Coalfields Ltd, on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- g) For the purpose of the calculation of the liquidated damages amount, the basic FREE DELIVERY AT SITE price shall be considered. For direct imports, the CIF price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

**12. DENIAL CLAUSE** (over and above levy of LD): In case of extension of delivery period, any increase in statutory duties and/or upward rise in prices due to price variation clause and/or exchange rate variation clause, is to be borne by the seller during the extended delivery period, while purchaser reserves its right to get any benefit of downward revisions in statutory duties, PVC and exchange rate variation.

Regarding increase in statutory taxes and duties during the extended period, the same may be admissible provided the buyer gets 100% input tax credit for those taxes and duties; otherwise increase in taxes and duties are not to be paid to the seller. However, decrease in statutory taxes and duties is to be availed by the buyer.

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

**NOTE:** In compliance to Gazette Notification issued vide 4414 Dt. 02/11/18, South Eastern Coalfields Limited (SECL) have onboarded on TReDS platform through R



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:** 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.

## **B. BUYER ADDED BID SPECIFIC ATC (TECHNCIAL)**

### **1) Eligibility Criteria:**

OEM, OES, Authorized dealer / distributor/ service provider of OEM for CAT make 42 CuM or higher capacity Electric Rope Shovel.

**OR**

Any Bidder having proven past credential for rendering tendered job for 42 CuM or higher capacity same/ similar type of Electric Rope Shovel is eligible to quote for the subject tender as per the scope of work including completed / ongoing work put to tender in any year (consecutive 365 days) during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited,

The bidder other than OEM, OES, Authorized dealer / distributor/ service provider of OEM should have any of the past work experience as mentioned below in support of their provenness: -

Three similar completed works of each not less than the amount equal to 40% of the annualized estimated cost of the tender.

**OR**

Two similar completed works of each not less than the amount equal to 50% of the annualized estimated cost of the tender.

**OR**

One similar completed works not less than the amount equal to 80% of the annualized estimated cost of the tender.

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**NOTE:**

OEM means Original Equipment Manufacturer

OES means Original Equipment Supplier

**2) Financial Eligibility (Bidder Turn Over Criteria):**

The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be 30% of the estimated value of tender i.e. ₹425.53 Cr. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

**3) Scope of work:**

The contract holder shall be responsible for maintaining total 03 Nos. 42 CuM, ER Shovel Model 7495 HD (at Gevra: 01 Nos. having Sl. No. 701531/ EXC 3036 and at Kusmunda: 02 Nos. having Sl. No. 701530/ EXC 3038 & 701532/ EXC 3037 ) which will be coming out of stipulated GPC (Guaranteed Parts Cap Period) period from July' 2023 to Oct'2023 **on as is where is basis**, with minimum 85% annual guaranteed availability for each Shovel for a period of 05 (Five) years. **The Contract holder shall use OEM/OPM spares/ assemblies, Consumables & Lubricants as per OEM recommended Grade/ standard, Repaired Assemblies with OEM / OPM spares only**, to provide supervision and technical manpower to perform all repair & maintenance.

**4) Special Terms and conditions**

- a) The contract will be for a period of 05 (Five) years i.e. for 1826 days including start & finish dates. Commencement / start date of contract for each equipment shall be within 10 days from the date of conclusion of contract OR after expiry of the GPC period of respective 42 Cu. Mtr. ER Shovel whichever is later.
- b) After commencement of the contract, inventory list of spares & consumables, List of new / repaired / serviceable assemblies available with SECL shall be provided to the contract holder & same shall be consumed first by the contract holder, preferably within 01 to 1½ years on chargeable basis (on actual purchase/repair c

- ost), which will be adjusted in the bills on the basis of actual purchase / repair cost.
- c) Failed assemblies/Sub-assemblies which will be replaced by the contract holder from their own resources by new/ repaired one, will be property of contract holder & the failed assembly/spare may be taken back by contract holder subject to proper documentation & due authentication by Engineer I/C.
  - d) All type & grade of Lubricants required for equipment shall be provided by the contract holder only.
  - e) The contract holder will be responsible for providing adequate facilities to conduct all engineering works.
  - f) SECL shall provide Trailing Cable as per requirement.
  - g) Facilities like crane, electricity, working space and any allied requirement, available with the project, will be provided by SECL free of cost.
  - h) Suitable facilities if available with the project for accommodation to be provided for contract holder against demand on chargeable basis for the contract period only.
  - i) The contract holder shall be responsible to comply all safety requirement as per DGMS circulars & safety regulation pertaining to the respective equipment & manpower deployed by the contract holder during the pendency of the whole contract period.
  - j) In case of any accidental damage for which contract holder is not responsible, the repair to be carried out by contract holder free of cost, only the cost of spares to be borne by SECL for which separate work order to be issued in favour of contract holder.
  - k) The responsibility of accidental damages to be mutually agreed by project Engineer I/C & authorized representative of contract holder and the same to be vetted by Staff officer Excavation of concerned Area and Project Officer of concerned Project. In case of any dispute, the case to be referred to GM(Excv)/HOD, SECL and GM(Excv) /HOD shall be final authority to resolve the dispute.
  - l) In case of accidental damage for which contract holder is not responsible, the loss of hours due to stoppage of equipment will not be considered (in shift hour, available hours or Break down/maintenance hour) for evaluating the achievement of minimum guaranteed availability. Accordingly, the assessment of performance of the subject contract/ equipment shall be done on pro rata basis.
  - m) National holidays in which mining activities if not done or stoppage of mining activity due to strike or any unforeseen circumstances, the hours lost will not be considered (in shift hour, available hours or Break down/maintenance hour) for evaluating the achievement of minimum guaranteed availability. Accordingly, the assessment of the performance of the subject contract shall be done on pro rata basis.
  - n) SECL shall reserve the rights to verify the Genuineness of the spares supplied by the contract holder and may ask relevant documentary evidence like import document, OEM/OPM certification etc.
  - o) SECL reserves the right for extension of subject contract for suitable period on mutual agreed basis between SECL & Contract holder on same terms & conditions

of the subject contract

- p) Wherever material/resources are to be provided by SECL bidder may provide prior intimation giving reasonable time for arranging the same.

#### **5) Payment Terms and conditions:**

- a)
- i) Payment will be made on monthly basis against actual working hours achieved by each ER Shovel during the month (30 days) subject to adjustment/ deduction of cost of spares / consumables / new or repaired assemblies used from SECL, if any, on chargeable basis during the month. The payment shall be made within 21 days after receipt & acceptance of the invoices duly authenticated by the project authorities after completion of each 30 days slot. Yearly reconciliation of payment shall be done before making payment for the last month of every year subject to adjustment of penalty if any deductible on account of not achieving annual minimum guaranteed availability of 85%.
  - ii) Actual working hours shall be working hours run by the shovel as per HMR reading minus hours run during repair / maintenance / test & trial runs etc.
- b) Expected annual working hours of each Shovel shall be 5000 hours. However, as the payment is to be made on actual working hour of each shovel, in case working hour exceeds the above estimated working hour, the payment shall be made based on certification of the Project Engineer I/c & Project I/c of the concerned project duly agreed by SO(Excv) & Area General Manager of the concerned Area. On certification by the Area, the additional budget shall be provided by GM(F)/HOD, SECL, HQ, Bilaspur.
- c) Calculation of payment on working hour basis, evaluation of guaranteed availability & amount of penalty, if any, shall be done for each individual ER Shovel not for lot/fleet as a whole.
- d) Payment for the last month of 5th year operation of each ER Shovel shall be made after completion of the contract period subject to reconciliation of payment, deduction & penalty for the whole contract period against shortfall in guaranteed % availability if any and submission of duly authenticated equipment handing over report. The payment shall be made within 21 days after completion of the last day of the contract period or acceptance of equipment handing over report, whichever is later. Any outstanding amount arises of this contract on part of contract holder will be recovered from running bill of any contract with the SECL or other subsidiary of CIL

#### **6) Paying Authority: GM(F), SECL, Bilaspur**

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#### **7) Penalty: In case, the contract holder fails to achieve the minimum annual guaranteed availability of 85% for any particular ER Shovel for the year as a whole, then t**

he contract holder shall be liable for deduction from the annual final payment / PB G (kept 10% of the maximum annual contract value of contract period operable / payable at Bilaspur) as compensation against shortfall in guaranteed availability. The compensation shall be:

1. 1% of the annual contract value of the unit shovel of the year in which the machine could not achieve guaranteed availability for reduction in every percentage or part thereof from the minimum Guaranteed Availability for the first 5%
2. 10% of the annual contract value of the unit shovel of the year in which the machine could not achieve guaranteed availability for reduction beyond 5% from the guaranteed availability.

**NOTE:** Whenever deductions for unsatisfactory performance of equipment are made within the tenure of the PBG/extended SDBG/amount held back as PBG, the amount deducted, from the PBG/extended SDBG/amount held back as PBG, should be replenished within a month in order to ensure that the original value of the PBG/ extended SDBG/amount held back as PBG, remains the same.

## **8) Other Terms and conditions**

1. In case contract holder fails to meet its obligations towards the contract, SECL reserves its right to short close the contract at any stage during the pendency of the contract, after levying suitable compensation maximum up to 10% of the contract value for the remaining contract period from the date of foreclosure and the same shall be realized/ recovered from any running Bill of the firm at SECL/ CIL / other subsidiaries of CIL.
2. The contract holder shall be responsible for handing over all the 03 nos. 7495 HD Model, ER Shovel in good running condition after expiry of the contract period. At least 06 (Six) months before expiry of contract period, joint inspection of each ER Shovel to be carried out to assess the requirement and accordingly to do replacement/repair of parts/assemblies/ sub-assemblies to ensure good running condition at the time of handing over of ER Shovels. The handing over report shall be duly authenticated jointly by Engineer I/C, S.O(Excv) and representative of contract holder.

**9) Guaranteed Availability:** The supplier shall ensure that the guaranteed availability of each equipment shall not be less than 85% (EIGHTY FIVE PERCENT) in each year during the whole contract period from the date of commencement of contract for each equipment.

The following calculation shall determine the % availability of the equipment: -

$$\% \text{ Availability} = \frac{\text{Scheduled Available time} - \text{Downtime}}{\text{Scheduled Available Time}} \times 100$$

**Scheduled available time for a day shall equal to 24 hours.**

**Down time shall mean all hours of work lost due to:**

- i. Mechanical, electrical or other failure.
- ii. Routine servicing and maintenance in accordance with the manufacturer's Published recommendation.
- iii. Changing consumable or wear parts.
- iv. Planned preventive repair & maintenance programme as per manufacturers recommendation.

It is mandatory that minimum 02 shifts (16 Hours) per month shall be used for inspection & maintenance including periodical maintenance by the contract holder for operational equipment only. This maintenance hours shall be included into downtime.

**Following shall be excluded from Scheduled available time as well as downtime:**

A period of 15 days per year at a stretch during the 1<sup>st</sup> year, 3<sup>rd</sup> Year & 5<sup>th</sup> years of comprehensive MARC for each ER Shovel shall be allowed for preventive repair / maintenance to ensure the reliability and same shall be excluded from available time as well as downtime. Any hours lost beyond the stipulated period shall be considered in the scheduled available time and as well as Down Time on account of contract holder only. Apart from above following shall be excluded from Scheduled available time as well as downtime:

- i. Strikes or stoppage of work by the SECL's personnel/ state or national Bandh / local agitation that affects mine working.
- ii. Natural Disaster.
- iii. Accident / Damage due to abusive use or incorrect operation by the SECL's personnel.

**10) Hour Meter Reading:**

1. At the beginning of every shift of every day, the reading of the Hour meter shall be jointly recorded by SECL and contract Holder to record hours for which ER Shovel was in operation during the previous day and actual working hours, on the basis of which payment is to be made, shall be working hours run by the shovel as per HMR reading minus hours run during repair/maintenance/test & trial runs etc. That shall be recorded in the logbook.
2. The contract holder shall immediately inform SECL in case of any problem noticed in the hour meter working or if it is defective. The rectification is to be done by the contract holder maximum within 48 hours. If the rectification is not carried out within the stipulated 48 hours period, then the whole period will be considered as downtime on account of contract holder.
3. For the period between when the Old Hour meter is found defective, and the New Hour meter is installed, the operating hours for the period shall be recorded jointly manually by SECL and contract Holder on previous respective shift working

hour basis.

4. The initial reading of the New Hour meter and the last reading of the Old Hour Meter shall be jointly recorded and signed by the representative of SECL and contract Holder.
5. Based on the above the Monthly Operating Hour of the ER Shovel shall be jointly calculated for the purpose of raising invoices and payment.

**11) Maintenance method & Record keeping for Equipment:** The following reports are to be generated jointly by project authorities and by the Contract holder and submit the same to SECL, Bilaspur

1. Equipment Logbook indicating actual working hours per shift, breakdown hours on account of SECL and Contract holder, as the case may be, with reasons for breakdown shall be recorded. This record shall be maintained and signed on daily basis jointly by the representative of SECL and contract holder. Details of spares consumed; repair work/maintenance done to be recorded in the logbook. As per the format furnished below as TABLE-1.
2. Monthly summarized report of each equipment to be recorded as furnished as TABLE-2. Single logbook shall be jointly maintained for each equipment.
3. Maintenance/repair, service forecast plan of each equipment for the next 03 months on quarterly basis.
4. The contract holder shall perform regular oil sampling and testing on all equipment as per OEM guidelines and results of sampling shall be provide to SECL and shall undertake necessary corrective & preventive actions.
5. The contract holder shall conduct structural inspections of critical joints/ jointly with SECL at every 5000 hrs. Joint inspection report shall be recorded in the logbook and corrective action shall be taken under intimation to SECL.

**NOTE:** Handing over of the equipment shall be done as per the prescribed format (Attached in TABLE-3) and to be duly authenticated by the project authorities such as Shovel In-charge, Project Engineer In-charge & Sub Area Manager & authorized representative of contract holder

## **12) Scheduled Maintenance**

1. Contract Holder shall prepare a Service Schedule and Check Sheet detailing therein the necessary periodic inspections and servicing of the ER Shovel. It is mandatory that minimum 02 shifts (16 Hours) per month shall be used for inspection & maintenance including periodical maintenance by the contract holder for operational equipment only. This maintenance hours shall be included into down time. Contract Holder will utilize pre-shift duration for scheduled maintenance hours of 1 hour per day.
2. Contract Holder shall prepare a yearly programme to carry out the maintenance as above annually and carry out the maintenance of the ER Shovel as per programme mentioned above.

3. If the Contract Holder in Its reasonable opinion, taking into consideration the experience with ER Shovel in this Application and engineering practice believes that the check sheet provided in schedule needs to be amended then they shall make the changes in due consultation with SECL.

### **13) Unscheduled Maintenance**

1. If at any time the operator noticed any operational problem on the equipment, the same shall be reported to the Contract holder representative at site and SECL shall stop operating the said equipment till it is rectified. The time taken to rectify the defect shall be treated as Downtime Hours on account of contract holder or SECL depending upon the merit.
2. The Contract holder shall inform SECL of any major defect or fault noticed by the Contract holder in the equipment during the course of their maintenance, where upon SECL shall stop using the said equipment and the Contract holder shall affix "out of service" notice on the equipment and shall proceed forthwith to perform repairs to rectify the defect.
3. SECL and the Contract holder, jointly to monitor the practicality of the Preventive maintenance schedule (indicated in clause xiii) and review' this schedule of tasks periodically.

### **14) Major Overhaul:**

Contract holder shall be allowed to carry out major overhaul and periodical major repair of each equipment as preventive repair / maintenance in the 2<sup>nd</sup> year & 4<sup>th</sup> year of contract for a period of 30 days each to ensure the reliability of the shovel, which should not be considered as breakdown hour on account of contract holder while calculating availability and same shall be excluded from available time. The schedule of overhauling is to be carried out but in consultation with SECL project authorities in such a manner that only one shovel may be under such overhaul at a time.

### **15) Safety Compliance during contract period:**

1. All the Contract Holder's personnel and / or representatives shall, prior to commencing work at site, attend an induction course conducted by SECL representatives, who shall introduce the Contract Holder personnel to the opencast mining, site practices, safety requirements contained in the Mines Act and any other law in force at the time.
2. The Contract Holder shall be solely responsible for the safety and discipline of its personnel as required under safety and other applicable laws in India in force during the entire term of this Contract.
3. The Contract Holder personnel and other representatives shall follow the CODE OF CONDUCT as per manufacturer's recommendation.



4. The personnel deployed by the Contract Holder shall adhere to the rules, regulations and norms stipulated by SECL site management at all times.
5. The Contract Holder shall be responsible for any misconduct or dereliction of duties on the part of its personnel.
6. The Contract holder will be responsible for adherence to all statutory laws like Provident Fund, Minimum Wages Act ESI, Factory act etc.
7. Contract holder will indemnify the purchaser against any claim for compensation made by any personnel of the Contract holder due to accident, injury, death etc.
8. In case the personnel of the contract holder are allowed for positioning in the SECL command area, the contract holder shall arrange for the verification of character and antecedents of the employee concerned by the local police authorities at his cost.
9. The Contract Holder shall comply with the statutory requirement in respect to safety and first aid requirements as per the relevant statutes and shall in particular:
  - i. ensure that their personnel are properly equipped with Personal Protective Equipment and Protective Devices and are well versed in the safety measures required in the mining operation.
  - ii. ensure that their personnel follow the safe working practices at all times in the course of performance of their duties in discharge of Contract Holder's responsibilities under this Contract.
  - iii. ensure deployment of persons sufficiently trained in First Aid and that they are equipped with the first aid facilities at the mine site throughout the tenure of this Contract.
  - iv. SECL shall provide the Contract Holder a copy of their safety policy and any amendment made thereto. The Contract Holder shall comply with SECL/CIL's Safety Policy.

**16) Delivery Period for MARC Year:** Shovel shall be handed over to the contract holder within 10 days after finalization of contract/date of coming out of the current GPC contract whichever is later.

As per requirement, Delivery in GeM portal for complete scope has been selected as 5 years. The detailed delivery schedule is below:

Description	Timeline
1st Year of MARC as per scope	Within 10 days after finalization of contract/date of coming out of the current GPC contract whichever is later

2nd Year of MARC as per scope	1 year from the date of completion of 1 <sup>s</sup> <sup>t</sup> year MARC
3rd Year of MARC as per scope	1 year from the date of completion of 2 <sup>n</sup> <sup>d</sup> year MARC
4th Year of MARC as per scope	1 year from the date of completion of 3 <sup>r</sup> <sup>d</sup> year MARC
5th Year of MARC as per scope	1 year from the date of completion of 4 <sup>t</sup> <sup>h</sup> year MARC

**17)** The purchaser reserves its right to terminate the maintenance contract at any time without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

## **FORMATS**

**TABLE 1 (Daily Shift Wise Report)**

Name of the company:

Shift:

Name of the Project:

Date:

Equipment Model:

Equipment S. No.:

Name of operator:

Shift Hours	Working Hours			Breakdown Hours			Maintenance Hours	Idle Hours	Details of Breakdown						Fuel Consumption Ltrs	Lub. Consumption Ltrs	Time taken for repair	Name of Contract holder person who attended B/D	Time at which equipment made ready
	Initial M/R	Final M/R	Hours Worked	Contract Holder	CIL / C	Total			B/D due to Contract Holder / CIL A/C	Reason of B/D	Time of B/D	Nature of B/D	Nature of Repair	Description of Spares consumed					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
									Contract Holder										

									CIL									

-

-

**TABLE 2 (Monthly Summarized Report)**

Name of the company:

Name of the Project:

Equipment Model:

Equipment S. No.:

Date of commissioning:

Period: From \_\_\_\_\_ To \_\_\_\_\_

Shift Hours	Working Hours	Idle Hours	Maintenance Hours	Breakdown Hours				Percentage Availability	Percentage Utilization	Details of Spares consumed			Details of asslys / sub assly replaced				Fuel Consumption (Ltrs)	Lubricant Consumption (Ltrs)
				System / Category	Contract Holder	CLAC	Total			Item description	Part No.	Qty	Description	Part No.	Sl. No.	Hours Worked before replacement / failure		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19



2. **Buyer Added Bid Specific ATC**

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

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](#)

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 %.

5. **Generic**

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

6. **Generic**

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.

7. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

8. **Generic**

**OPTIONAL SITE VISIT:**

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

Cost to be borne by the bidder

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

9. **Generic**

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

#### 10. **Generic**

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

#### 11. **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.

#### 12. **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.

#### 13. **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.

### **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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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---**