

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-06-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-06-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Coal
Department Name/विभाग का नाम	Coal India Limited
Organisation Name/संगठन का नाम	South Eastern Coalfields Limited
Office Name/कार्यालय का नाम	Secl Bilaspur Chhattisgarh
Total Quantity/कुल मात्रा	11211
Item Category/मद केटेगरी	Biochemistry Reagent Kits (Q2)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Biochemistry Reagent Kits
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

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

2. 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. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for

Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Evaluation Method (Item Wise Evaluation Method)

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

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Biochemistry Reagent Kits	1370
Schedule 2	Biochemistry Reagent Kits	913
Schedule 3	Biochemistry Reagent Kits	4098
Schedule 4	Biochemistry Reagent Kits	2466
Schedule 5	Biochemistry Reagent Kits	1182
Schedule 6	Biochemistry Reagent Kits	1182

Biochemistry Reagent Kits (1370 Test)

(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

[* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
PRODUCT INFORMATION	Type of Test	Serum
	Type of Reagent Kit	Creatinine Kit
	Detection Type	Quantitative
	Testing Method	Kinetic Method
	Compatibility	Fully Automated Analyzers
SHELF LIFE	Shelf life in months from the date of manufacture (when stored at recommended storage conditions)	18, 24, 36 Or higher (month)
	Minimum shelf life of the product at the time of delivery to the consignee	3/4th of Total Shelf Life

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	Avneesh	497226,BISHRAMPUR AREA, SECL	1370	15

Biochemistry Reagent Kits (913 Test)

(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

[* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
PRODUCT INFORMATION	Type of Test	Serum
	Type of Reagent Kit	Urea Kit, Uric Acid Kit
	Detection Type	Quantitative
	Compatibility	Fully Automated Analyzers
SHELF LIFE	Shelf life in months from the date of manufacture (when stored at recommended storage conditions)	18, 24, 36 Or higher (month)

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	Avneesh	497226,BISHRAMPUR AREA, SECL	913	15

Biochemistry Reagent Kits (4098 Test)

(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

[* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
PRODUCT INFORMATION	Type of Test	Serum
	Type of Reagent Kit	Glucose Kit
	Detection Type	Quantitative
	Testing Method	Kinetic Method, End Point Method
SHELF LIFE	Shelf life in months from the date of manufacture (when stored at recommended storage conditions)	24, 36 Or higher (month)

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	Avneesh	497226,BISHRAMPUR AREA, SECL	4098	15

Biochemistry Reagent Kits (2466 Test)

(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

[* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
PRODUCT INFORMATION	Type of Test	Serum
	Type of Reagent Kit	LDL Cholestrol Kit

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Detection Type	Quantitative
	Testing Method	Kinetic Method, End Point Method
	Compatibility	Fully Automated Analyzers
SHELF LIFE	Shelf life in months from the date of manufacture (when stored at recommended storage conditions)	18, 24, 36 Or higher (month)
	Minimum shelf life of the product at the time of delivery to the consignee	3/4th of Total Shelf Life

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	Avneesh	497226,BISHRAMPUR AREA, SECL	2466	15

Biochemistry Reagent Kits (1182 Test)

(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

[* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
PRODUCT INFORMATION	Type of Test	Serum
	Type of Reagent Kit	Total Bilirubin Kit
	Detection Type	Quantitative
	Testing Method	Kinetic Method, End Point Method
	Compatibility	Fully Automated Analyzers

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
SHELF LIFE	Shelf life in months from the date of manufacture (when stored at recommended storage conditions)	18, 24, 36 Or higher (month)
	Minimum shelf life of the product at the time of delivery to the consignee	3/4th of Total Shelf Life

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	Avneesh	497226,BISHRAMPUR AREA, SECL	1182	15

Biochemistry Reagent Kits (1182 Test)

(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

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
PRODUCT INFORMATION	Type of Reagent Kit	Bilirubin Direct Kit
	Testing Method	Kinetic Method, End Point Method
	Compatibility	Fully Automated Analyzers
SHELF LIFE	Shelf life in months from the date of manufacture (when stored at recommended storage conditions)	18, 24, 36 Or higher (month)
	Minimum shelf life of the product at the time of delivery to the consignee	3/4th of Total Shelf Life

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	Avneesh	497226,BISHRAMPUR AREA, SECL	1182	15

Special terms and conditions-Version:1 effective from 04-05-2023 for category Biochemistry Reagent Kits**1. SPECIAL TERMS AND CONDITIONS (STC)**

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of drug license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity 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.

2. Scope of Supply

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

3. Certificates

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

4. **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. **Warranty**

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

6. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

7. **Generic**

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

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.

9. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. MAKE  BRAND NAME OF THE OFFERED PRODUCT MUST BE INDICATED ALONG WITH THE BID.

2. REQUIRED ITEMS CONSUMABLES OF FULLY AUTO ANALYSER ERBA-EM OF M/S TRANSASIA BIO MEDICAL LIMITED.



ELIGIBILITY - **OEM OR AUTHORISED DEALER OF MANUFACTURER(I**

N CASE THE OEM AS A MATTER OF POLICY IS NOT QUOTING DIRECTLY) MAY QUOTE .AUTHORISED DEALERS SHOULD SUBMIT THE FOLLOWING:-

1. Tender specific authorization from the Principal in the format given below including the specific confirmations as required as per the terms of the NIT.
2. Self attested copies of the Manufacturing credentials of the Principal to establish the principal is the manufacturer of the offered items.
3. The self attested copy of the documents to prove that your business entity is existence for 3years on the date of tender opening. **FOR MAT FOR AUTHORIZATION TO BE SUBMITTED BY THE INDIAN AGENTS OF INDIGENOUS MANUFACTURERS:(to be typed on the Principals Letter head and should be pre dated ,i.e. prior to tender opening date and properly signed**

1. To STAFF OFFICER (MM)

South Eastern Coalfields Ltd,
BISHRAMPUR

Dear Sir,

Against the Tender no: _____, we hereby authorize M/s. _____ to participate in the tender and submit the offer and enter in to contract/supply order on our behalf. This authorization is valid till the successful completion of supplies against this tender. We confirm / undertake that:

1. As a matter of our corporate policy, we do not quote directly/ market our products to any organization(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).If, subsequently, at any stage, it is found that we have quoted directly to any organization, we shall be liable for penal action as per provisions of the NIT and the Purchase Manual, if the justification provided by us has not been considered adequate and satisfactory by the procuring entity. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission may be recovered with interest
2. We will accept the responsibility for the satisfactory execution of orders placed on the authorized agent including warranty/ guarantee obligations.
3. Wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.
4. The price quoted by our authorized agent will not exceed the price which we would have quoted. 5. In the event of placement of order on our authorized dealer , the goods supplied /goods offered for inspection would be accompanied by a certificate stating that the goods have been manufactured by us.

5. We further confirm that No agent / Middle man / Liasoning agent or any entity in any name other than our authorized Indian Agent is involved in the process of procurement of goods and services against this tender. If subsequently at any stage, it is found that false certificate is given, we shall be liable for penal action. Validity of Authorisation :----- (Should be valid as on date of tender opening and its validity should correspond to the delivery period stipulated in the tender enquiry)

Signature of Authorized signatory of Principal Manufacturer

Name: Designation

E-mail-id Date

Seal of the firm



PROVENESS CRITERIA- THE TENDERED ITEM SHALL BE CONSIDERED PROVEN PROVIDED THAT THE TENDERED ITEM OF SAME OR HIGHER SPECIFICATION HAVE BEEN SUPPLIED DURING THE LAST 5 YEARS FROM THE DATE OF TENDER OPENINGS AGAINST ORDERS OF CIL AND ITS SUBSIDIARIES, OTHER PSU/GOVERNMENT DEPARTMENTS AND PRIVATE ORGANIZATIONS AND THEIR PERFORMANCE HAS BEEN FOUND SATISFACTORY.

DEFINITION OF OEM/OES/OPM WILL BE AS BELOW AS PER COAL INDIA

LIMITED'S PURCHASE MANUAL, 2020.

OEM: Means Original Equipment Manufacturer.

OES: Means authorized supplier of Original Equipment Manufacturer. Only those firms who have the current authorization and / or technical collaboration of OEM for supply of their equipment and giving technical services would be treated as OES. The OES who may not have current authorization / collaboration of OEM, but have already developed and indigenized fully or partly the spares for the equipments supplied by them may also be considered to have OES status to such an extent of developed/indigenized spares.

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

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

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

1. On submission of the following documents by OPM
 - a. Self-certificate, duly notarized, of being manufacturer of the Assemblies/ Subassemblies/ Components.
 - b. Copies of Purchase Orders in support of proof of having supplied to OEM or notarized copy of Trade Agreement of the OEM with OPM, for the above items.

In case OPM is not in a position to submit the Purchase Order copy of OEM or Trade Agreement with OEM due to confidentiality law of a particular country, a copy of such law should be enclosed by the OPM for claiming the status as OPM along with a certificate to the effect that they are OPM and have supplied / have been supplying the items to OEM (indicating name of the OEM).

THE credibility of the OPM will also be assessed based on the following criteria:-

"Assemblies/sub-assemblies/components and their spares offered by the OPM must have been supplied in the past to CIL or its subsidiaries and performed satisfactorily for a period of not less than one year from the date of fitment/commissioning". If the above mentioned declaration/information/documents submitted by the OPM are subsequently found false or forged/tampered in any way, the total responsibility shall lie with the OPM and subsidiary companies shall reserve the full right to take suitable penal action as may be deemed fit including banning of business, apart from forfeiture of EMD, Security Deposit etc. In case the performance of two consecutive supplies made by the OPM is not found satisfactory, the said OPM will not be considered for further issuance of enquiry and its name will be deleted from the list accordingly.

OR,

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

OR,

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

SECTION - VII: SAMPLE FORMS

Annexure – G: Format for Letter of Bid

Annexure – O: Format for Authorization to be submitted by the Indian Agents of Indigenous Manufacturers

Annexure – Q: Undertaking to Be Submitted By the Indian Agents of Indigenous Manufacturers / ~~Foreign Manufacturers~~

Annexure – R: Lowest Price Certificate (Mandatory)

Annexure – S: FORMAT FOR SELF-CERTIFICATION OF PERFORMANCE

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NOTE: Clauses /Paragraphs which are struck off are not applicable for current Tender.

ANNEXURE-G

Format of Letter of Bid

LETTER HEAD OF BIDDER

To,

South Eastern Coalfields Ltd.,

BISHRAMPUR, CHATTISGARH-497226(INDIA).

Sub: Tender No. & Date:

Tender ID:

Offer no.& Date:

Dear Sirs,

1. Having examined the Bid Documents including Addenda/Corrigenda, if any, I / We, the undersigned, offer to supply and deliver the material as per our offer submitted in conformity with the said Bid Documents.
2. We confirm to accept all terms and conditions contained in the tender document unconditionally.
3. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any bid you may receive.
5. We confirm that the contents of the offer are given after fully understanding and all information furnished by us are correct and true and complete in every respect.
6. We confirm that all information/ documents / credentials submitted alongwith the tender are genuine, authentic, true and valid.
7. We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of **all dues including EMD/ Security Deposit** and Banning of our firm and all partners of the firm as per provisions of law.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Date:

Duly Authorized to sign bid for and on behalf of _____(if applicable)

NOTE:

1. This letter should be on the letterhead of the Bidder and should be signed by the bidder.
2. In case the bidder who has signed the LOB is the DSC holder, no additional documents are required.
3. In case the bidder who has signed LOB is not the DSC holder, then the authorization on non-judicial stamp paper duly notarized as per format mentioned on next page by the person signing the LOB i.e. the bidder, in favour of person bidding online i.e. DSC holder, is required to be uploaded along with this Letter of Bid.

ANNEXURE-O

FORMAT FOR AUTHORIZATION TO BE SUBMITTED BY THE INDIAN AGENTS OF INDIGENOUS MANUFACTURERS: (to be typed on the **Principals letter head** and should be pre dated, i.e. prior to tender opening date and properly signed)

To

STAFF OFFICER (MM)

South Eastern Coalfields Ltd, BISHRAMPUR.

Dear Sir,

Against the Tender no: _____, we hereby authorize M/s. _____ to participate in the tender and submit the offer and enter in to contract/supply order on our behalf. This authorization is valid till the successful completion of supplies against this tender.

We confirm / undertake that:

1. As a matter of our corporate policy, we do not quote directly/ market our products to any organization (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). If, subsequently, at any stage, it is found that we have quoted directly to any organization, we shall be liable for penal action as per provisions of the NIT and the Purchase Manual, if the justification provided by us has not been considered adequate and satisfactory by the procuring entity. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission may be recovered with interest.
2. We will accept the responsibility for the satisfactory execution of orders placed on the authorized agent including warranty/ guarantee obligations.
3. Wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.
4. The price quoted by our authorized agent will not exceed the price which we would have quoted.
5. In the event of placement of order on our authorized dealer, the goods supplied / goods offered for inspection would be accompanied by a certificate stating that the goods have been manufactured by us.
6. We further confirm that No agent / Middle man / Liasoning agent or any entity in any name other than our authorized Indian Agent is involved in the process of procurement of goods and services against this tender. If subsequently at any stage, it is found that false certificate is given, we shall be liable for penal action.

Validity of Authorisation :-----

(Should be valid as on date of tender opening and its validity should correspond to the delivery period stipulated in the tender enquiry)

Signature of Authorized signatory of Principal Manufacturer

Name:

Designation

E-mail-id

Date

Seal of the firm

ANNEXURE - Q

UNDERTAKING TO BE SUBMITTED BY THE INDIAN AGENTS OF INDIGENOUS MANUFACTURERS / FOREIGN MANUFACTURERS:

(to be typed on the Indian agent's letter head)

To

STAFF OFFICER (MM)

South Eastern Coalfields Ltd,BISHRAMPUR

Dear Sir.

Against the Tender no: _____, we have quoted as the authorized dealer / Indian Agent of M/s. _____ who is the manufacturer of the offered products. We confirm that we will be responsible for all the contractual obligations including the quality aspects, replacement of parts / items , warranty / guarantee obligations and also provide the after sales and services.

We have submitted the following documents.

1. Tender specific authorization from the Principal including the specific confirmations as required as per the terms of the NIT.
2. Self attested copies of the Manufacturing credentials of the Principal to establish the principal is the manufacturer of the offered items.
3. The self attested copy of the documents to prove that our business entity is existence for 3years on the date of tender opening.

Signature of Authorized Dealer / Indian Agent

Name:

Designation:

E-mail-id:

Date:

Seal of the firm:

ANNEXURE - R

LOWEST PRICE CERTIFICATE

This is to certify that the prices quoted by us for the offered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization

Signature of Bidder

Date:

Seal of the firm

ANNEXURE - S

FORMAT FOR SELF-CERTIFICATION OF PERFORMANCE

Tender ref No:.....

Tender ref No:.....

We certify that 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 by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending.

Sl No	Item Description	Purchase Order/Rate Contract No	Purchase Order/Rate Contract Date (in DD/MM/YYYY format)	Date of Supply (in DD/MM/YYYY format)

Name & Signature of Bidder

Designation

Date:

Seal of the firm

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent

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

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---