

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-06-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-06-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Coal
Department Name/विभाग का नाम	Coal India Limited
Organisation Name/संगठन का नाम	South Eastern Coalfields Limited
Office Name/कार्यालय का नाम	Secl Bilaspur Chhattisgarh
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	OIL COOLER AKG, PART NO. - 183EM90013, 183OC90013
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	Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Compliance of BoQ specification and supporting document *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
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	Total value 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.

**OIL COOLER AKG, PART NO. - 183EM90013, 183OC90013 ( 1 pieces )**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

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	Vivek Saraswat	495454, SECL KUSMUNDA AREA	1	45

**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. 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.

**3. Generic**

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

**4. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

## **SCHEDULE OF REQUIREMENT (SOR) :**

<b>Sl. No</b>	<b>Item Description (Supply of Spares for BEML make BE 1800 E Shovel working at KOCP)</b>	<b>Qty</b>	<b>Units</b>
01	<b>OIL COOLER AKG, PART NO. - 183EM90013, 183OC90013</b>	<b>01</b>	<b>NOS</b>

WARRANTY /GUARANTEE: The supplier shall give a warranty of satisfactory performance of spares supplied for a period of 12 months from the date of fitment or 18 months from the date of acceptance of material at consignee's end, whichever is earlier.

### **Eligibility Criteria:**

The bidder should be **OEM / OES / OPM** of the tendered items or their sole selling agent / authorized dealer / distributors with 1:1 fitment guarantee.

**(A) OEM (i.e. M/s BEML LIMITED) :** - Means Original Equipment Manufacturer

**(B) 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.

**(C) OPM :** - Means original part manufacturer falling under the following categories:

The original manufacturers of assemblies, sub-assemblies or components of original equipment.

The original manufacturer 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, of being manufacturer of the Assemblies / Sub-assemblies / Components etc..

(b) Self-certified copies of Purchase Orders in support of proof of having supplied to OEM or copy of Agreement of the OEM with OPM, for the tendered items.

(c) Self-certified copy of performance Certificate from the end user to assess the proven-ness credibility of the OPM based on the following criteria:

"Assemblies/sub-assemblies/components and their spares etc. offered by OPM must have been supplied in the past to CIL / Subsidiaries Companies or other PSUs / Government department and these should have 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 CIL / subsidiaries 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.

**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 case documents mentioned under 1(a), 1(b) and 1(c) above are not required for declaring them as OPM.

**OR**

(3) 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(a), 1(b) and 1(c) above are not required for declaring them as OPM.

Once OPM has been identified, no documents related to the identification are required to be submitted by the OPM in each separate procurement case.

If the OPM does not supply directly to CIL as a matter of corporate policy, it may nominate distributor / dealer / agent for a particular subsidiary company and on such authorization, procurement may be made from such authorized distributor / dealer / agent.

In case, any specific purchase order(s) has/have not been fully executed and any complaint /claim is pending, then details of such cases to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility and appropriate action will be taken by CIL / Subsidiary Company if it is subsequently found to be misleading / false / forged.

However, SECL reserve the right to verify the above or get performance directly from the concerned buyers /customers /end users of the items supplied by the bidders against supply order.

**SOLE SELLING AGENT / AUTHORIZED DEALER / DISTRIBUTORS ARE REQUIRED TO SUBMIT THE FOLLOWING DOCUMENTS:**

Sole selling agent / authorized dealer / distributor will submit specific authorization letter from their principal to quote against the tender. The authorization letter duly notarized & self attested for specific tender should be submitted along with their offer by the firm quoting on behalf of their principal. In case they quote on behalf of proven manufacturer then they should submit copy of registration certificate of their principal as a proof of manufacturer and submit all the documents regarding proof of supply of their principal as stated above.

Sole selling agent/authorized dealer/distributor participating in the tender on behalf of one manufacturer will not be allowed to quote on behalf of another manufacturer along with the first manufacturer.

All documents as stated above should be duly self-authenticated & notarized and should be submitted along with its on-line required documents in Part-I bid.

Failure to submit the above documents may render a tender unacceptable.

**#Note :**

(i) EMD can be paid by any of the mode either BG or DD. BG as well as DD is accepted.

(ii) EMD if made in the form of DD should be in favour of South Eastern Coalfields Limited, Kusmunda Area, Payable at – Kusmunda / Korba (C.G.)

Address: Staff Officer (MM),

South Eastern Coalfields Limited, Kusmunda Area,

Korba, Chhattisgarh, 495454.

**(iii) EMD (Earnest Money Deposit) :- OEM/OES or their authorized agents shall be exempted from submission of EMD.**

**(iv) SD (Security Deposit) :- OEM/OES shall be exempted from submission of SD.**

**5. Buyer Added Bid Specific ATC**

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

**6. Warranty**

Warranty period of the supplied products shall be as given in specifications 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.

**7. 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

**8. Scope of Supply**

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

**9. Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

**10. 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.

## **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---**