



(Under jurisdiction of Bilaspur Court only)
SOUTH EASTERN COALFIELDS LTD.
 (A subsidiary of Coal India Ltd., Govt. of India undertaking)
OFFICE OF GENERAL MANAGER (MM)
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CIN: U10102CT1985GOI003161 **Website:** www.secl.nic.in

NOTICE INVITING TENDER (DOMESTIC)
For procurement through GeM Portal with e-auction

TENDER No. SECL/BSP/MMW/APS/PCs/83

Dt. 26/09/17

I	The offers are invited for supply of Desktops, as per the scope of supply/technical specification, General terms and conditions etc. attached at Annexures and also terms & conditions of GeM portal:
II	<p>NOTE:</p> <ol style="list-style-type: none"> The bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions of NIT including Commercial and General Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed /accepted. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderers who have down loaded the documents from website. Bidders have to regularly (i.e once in a day) check GeM website i.e., www.gem.gov.in for corrigenda relating to concerned tender , if any The offer should be submitted (uploaded) strictly as per the terms and conditions and procedures laid down in the website of www.gem.gov.in tender document failing which the offer is liable for rejection.
A	All entries in the bid should be entered in on-line submission without any ambiguity.
B	Tender can not be accessed on-line after the DUE DATE and TIME of submission stipulated on GeM portal.
D	Where terms and conditions have been offered by the supplier other than that specified in NIT, the purchase shall not be governed by such terms unless specific acceptance has been given in writing in the order by the purchaser. No deviations to the terms & conditions are allowed.
E	SECL reserves the right to cancel the tender enquiry or extend the due date of submission / opening of off-line documents / on-line bid without assigning any reason thereof.
F	SECL reserves the right to vary the quantity of any or all the tendered items. However, increase/decrease in the tender quantity will be restricted to a maximum of 20%.
K	<p>EVALUATION OF BID:</p> <ol style="list-style-type: none"> The online bids will be opened on the pre-scheduled date and time of tender opening. The bids will be decrypted on-line and will be opened by the “Bid Opener” with their Digital Signature Certificates and upon opening of the tender by the bid openers, system automatically evaluates particulars The L-1 price in INR will be declared by the system, based on the comparative statement so generated. The L1 price is landed/cost to the company price Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer. Supporting documents of L1 bidder shall be downloaded and evaluated by the Tender Inviting Authority.
L	<p>REVERSE AUCTION:</p> <ol style="list-style-type: none"> The following terms and conditions shall be applicable for the buyers and sellers to the Reverse Auction (hereinafter to be refereed as “RA”) conducted by the Buyers on GeM platform, in addition to laid down General Terms and Conditions for Sale/Purchase in GeM (Government e-Marketplace) and General Terms & Conditions for supply of stores to SECL and Terms & Conditions mentioned The price of the aforesaid lowest priced item shall be reference price for the RA. Unless, there is revision made in base parameters or some additional parameter(s) along with identified base parameters are stipulated by the Buyer, the Seller(s) participating in the RA shall not be allowed to quote price higher than the reference price. The RA invitation notice shall be published on GEM, stipulating the time/date for start and end of bid submission and opening of bids giving at least clear 7 days time for after the publication. Any change in this regard will be intimated to eligible bidders through e-mail/GeM. The RA invitation shall be extended

- to all the Sellers on GeM who get registered as Seller and/or offer Goods/services for the particular product category on GeM, 48 hours prior to end time of RA.
4. The decision of SECL regarding technical/commercial acceptability of the individual Seller to be invited for RA shall be final. Upon being invited for RA, the Seller shall have discretion to participate in the same. The identity of Seller(s) participating in RA shall be masked with dummy identity during the RA session.
 5. The Seller bidding in RA shall give compliance for technical and commercial parameters as stipulated in the RA. All the bids received in RA from the Sellers shall be deemed to have been made by the eligible bidder as per ibid terms and conditions stipulated for RA and any Seller shall not be permitted to withdraw/cancel their bid submitted in RA and they shall have to honour the commitments arising out of such bids. Failure to honour such commitments shall be liable for deregistration from GeM and or any other administrative action like debarring from future reverse auctions on GeM for a period three (3) years. However, the Bidder participating in RA shall be permitted to revise their quoted package price, by making decrement(s) in the price within the stipulated time prescribed for under the RA.
 6. **Minimum Bid Decrement:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, in multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiples of Bid Decrement. The start price/reference price of the total quantity of an item included in RA package in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is the bidder's own price, he would still need to bid in the online reverse auction. Also, the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
 7. Whenever a lower price bid is received in the closing moment i.e. within 15 minutes of existing end time of Reverse Auction, the end time of reverse auction shall be extended automatically by another 15 minutes. All participant sellers of that RA shall be notified by the GeM system about extension of time through email and/or SMS and they shall be allowed to submit revised bid under the RA. The same process shall be repeated if there is another lower bid received in the RA during last 15 minutes of RA.
 8. **Visibility To Bidder during RA:** The Bidder shall be able to view the following on his screen along with the necessary fields during RA:
 1. Leading Bid value in the Auction
 2. Bid Placed by him
 3. Start Price & Bid Decrement Value
 9. The bidder in the RA, which quotes the lowest package price (all inclusive) by the end of RA shall be construed by GeM as the winner bidder/successful bidder for the Reverse Auction. However, the SECL reserves the right to accept/reject any bid received through RA without assigning any reasons.
 10. Any amendment/corrigendum to the RA issued will be made online and the same shall be uploaded on the GeM. The participation by the GeM Seller as bidder in RA shall be construed as his compliance for all the technical as well as commercial parameters as outlined in the e-bidding and accordingly the contract with the lowest acceptable bidder shall be entered by the Buyer. After RA, the lowest acceptable bid shall be decided on the basis of lowest total bid price for the total tendered requirement.
 11. Immediately after successful conclusion of RA session, GeM will automatically generate a Reverse Auction report describing its outcomes including the lowest bidder and the quoted lowest package price (all inclusive) for necessary decision/action by the Buyer and for placement of Order on successful bidder quoting lowest package price for the complete requirement through GeM within the validity period of the bid.
 12. SECL shall not have any liability to bidders for any interruption or delay in access to the GeM site (www.gem.gov.in)/Reverse Auction link etc, irrespective of the cause.
 13. All the participating sellers in the RA shall be required to submit bid(s) in adherence of the Information Technology Act, 2000 read along with amendment thereof, duly signed by valid e-sign issued to their respective authorize representative who participate in RA on behalf of the bidder in the reverse auction.
 14. Against any bidding or RA conducted on GeM, if a bidder quotes NIL Charges/consideration, the bid shall be treated as unresponsive and will not be considered.
 15. SECL/GeM will not be held responsible for consequential damages such as no internet connection, no power supply, system problems, loss of electronic information, power interruption etc.
 16. There is no need for submission of EMD/Bid security for participation in bidding/reverse auction on GeM. However, GeM SPV / GeM Admin reserve the right to debar a seller from GeM portal if the seller / service provider / bidder:

	<ul style="list-style-type: none"> ○ Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or ○ If it comes to notice that the information / documents furnished in its tender is false, misleading or forged; or ○ Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions. <p>Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause.</p> <p>17. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or low SECL reserves the right to seek justification of the price from lowest bidder. If the price is not considered reasonable, SECL may not accept such bid and go for another tender process.</p> <p>18. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by SECL will form a binding contract between SECL and the bidder for entering into a contract. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid bid price.</p> <p>19. Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.</p>
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1	<p>INTEGRITY PACT: SECL has signed MOU with M/s. Transparency International India for implementation of integrity pact. The <u>integrity pact will be applicable for all the tenders valued at Rs. 2.00 Crores & above and all Global Tenders.</u> The Integrity Pact document to be signed by the bidders is enclosed at Annexure-B. This Integrity Pact is deemed to have been signed by SECL authorities and a copy may be downloaded by the tenderer for their record. Submission of Integrity Pact document duly signed, stamped and accepted is mandatory for this tender. Therefore, the tenderers are advised to submit the Integrity Pact document duly signed, stamped and accepted mentioning the tender no. and date.</p> <p>Name and Address of Independent External Monitor appointed by Central Vigilance Commission, Govt. of India is mentioned here under :</p> <ol style="list-style-type: none"> 1. Shri Uday Shankar Dutt, IPS (Retd) 0461,ATS Village,Sector-93-A Noida – 201304 e-mail : duttuday@hotmail.com 2. Sri S. Srinivasan,IAS (retd.) Flat No. D5-107,Block No. 5, V Floor, Kendriya Vihar,B.B Road (Bangalore- Bellary Road) Yelahanka, Bangalore – 560064 Karnataka e-mail: s.srinivasan1980@gmail.com
2	<p>PRICE: The prices of the offered Goods/Services shall be firm and fixed at any point of time and shall be indicated in INR for each accounting unit. For supply of Goods contract, no additional charges such as local levies/transportation/loading unloading charges etc., shall be payable over and above the contract price. The offered prices in the GeM shall in no case exceed Maximum Retail Price (MRP) and/or those concurrently offered by the Seller elsewhere including any e-commerce sites. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed/debarred or suspended from the GeM.</p> <p>The Seller must agree for sharing of the offered Product/Service price details as well as the Maximum Retail Price (MRP) by GeM authorities with Department of Excise & Customs, Income tax, GST etc. The Seller participating in the RA shall offer one of their product(s) listed against the specified product category on GeM.</p> <p>Prices shall be all inclusive basis i.e. including GST (IGST, CGST, SGST, etc.) taking into account the ITC benefits if any, Statutory variation, if any, shall be to the Seller's account and no variation in contract price, on account of such variations shall be allowed during the delivery period.</p>
3	<p>TAXES AND DUTIES :</p> <p>I) <u>Goods and Services Tax (GST):</u> South Eastern Coalfields Limited (SECL)'s state-wise GSTINs (provisional) are indicated below: Chhattisgarh State GST No. – 22AADCS2066E9ZL</p>

	<p>Madhya Pradesh GST No. – 23AADCS2066E1ZR WEST BENGAL GST No. – 19AADCS2066E1ZG</p> <p>II) Input Tax Credit (ITC) can be availed in case of consignment imported directly by SECL where IGST and GST Compensation Cess (wherever applicable) are paid. Prices shall be all inclusive basis i.e. including GST taking into account the ITC benefits if any, Statutory variation, if any, shall be to the Seller's account and no variation in contract price, on account of such variations shall be allowed during the delivery period.</p> <p>III) The successful bidders shall have to comply with the terms and conditions of GST Act/ Rules such as issuance of Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by SECL.</p> <p>In the event of placement of order, supplier shall upload the Tax Invoices/Debit Note/Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate SECL to avail Input Tax Credit (ITC) as per eligibility under GST. In case SECL is unable to avail ITC or any liability arises to SECL due to failure on the part of supplier to comply the above provisions, the entire amount including Interest (if any) borne by SECL shall be recovered from supplier.</p> <p>IV) <u>Anti-Profitteering Clause</u>: Bidders shall confirm that “Any reduction in rate of tax, on any supply of goods or services, or the benefit of Input Tax Credit, shall be passed on to the SECL by way of commensurate reduction in prices” As per the provision of GST Act.</p> <p>V) Suppliers of Goods/Services shall make all out efforts to comply with the provisions under GST Act and Rules there under and also shall strive to maintain high compliance rating score under GST during the period of contract with SECL.</p>
4.1	<p>EVALUATION OF PRICE FOR BIDS IN INR: The rate should be quoted by the bidders from India in Indian Rupee on FOR Destination basis, which may be any Regional / Central Stores of SECL as mentioned in consignee particulars of NIT.</p> <p>The bidder should indicate the prices inclusive of the following in their RA prices:</p> <ol style="list-style-type: none"> Net Ex-works (Basic Price) Packing & Forwarding charges. Freight charges. Transit Insurance charges Other charges if any Any other taxes / duties as legally leviable. IGST/ CGST & SGST/ GST (Compensation to State) Cess as applicable <p>Safe arrival of materials up to destination shall be the responsibility of the supplier.</p> <p>The price for determining status of the bidders shall be automatically calculated by the system based on the inputs, values provided by respective bidder in their price bid after considering setoffs against IGST/ CGST & SGST and GST (Compensation to State) Cess etc. wherever applicable.</p> <p>All bidders should strictly comply with provisions of GST Act to enable SECL to avail ITC and in turn comply with the GST Act.</p>
5.	<p>VALIDITY OF OFFER: The bid submitted under RA shall remain valid for 15 days from the e-Bidding date (till 24.00 Hrs IST) which can be further extended for 15 days with mutual consent, for acceptance by SECL. The individual Sellers shall ensure that the products offered in RA remain available on GeM during the bid validity period and/or ordered shall remain available on GeM during the bid validity period and during the Delivery period stipulated in contract.</p>
6.	<p>FIRM PRICES: The individual Seller bidding in RA shall quote one package price for the total quantity required at one or more consignee location(s) for the stipulated terms of delivery as free delivery to consignee's sites. This package price shall be quoted on all inclusive basis i.e. inclusive of all taxes and duties/GST, including loading/unloading etc</p>
7	<p>PAYMENT TERMS: By participating the bidders have confirmed their acceptance of the following Payment Terms: “100% payment will be released within 10 days of issue of consignee receipt-cum-acceptance certificate and submission of bills.”</p>

	<p>Process up to bill processing by SECL will be completed on GeM portal itself and all e-signed documents available on GeM portal shall be accepted for such off-line processing of bills. There is no such need of getting the documents signed by the issuing authorities.</p> <p><u>NO OTHER PAYMENT TERMS WILL BE ACCEPTED.</u> SECL is making payment of Indigenous supplier's bills through Electronic Fund Transfer (EFT). Such Bidders are therefore, advised to indicate their Bank Account number and other Bank Details in their Invoice.</p>
8	<p><u>8.1 DELIVERY SCHEDULE:</u> "Supplies to be completed within 60 days from the date of issue of supply order. Earlier supply is preferred."</p> <p>Delivery schedule shall be reckoned from the 10TH day from the date of order. The date of receipt of materials at our stores shall be treated as the date of delivery for FOR destination contract</p> <p>Safe arrival of materials up to destination shall be the responsibility of the supplier.</p> <p>Buyer may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:</p> <ol style="list-style-type: none"> The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons attributable to the Buyer. For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods/Services after the expiry of Contract delivery/re-fixed period, shall be recovered from the Seller as mentioned hereinafter for the extended period. No increase in price on any ground after the original/re-fixed delivery date shall be admissible during such extended period(s).
9	<p>LIQUIDATED DAMAGES CLAUSE: The bidders confirm their acceptance of the following by participating in the RA: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed Delivery/Time period(s) specified in the Contract, the Buyer will be also entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value without any controversy/dispute of any sort whatsoever.</p>
10	<p>FORCE MAJEURE CLAUSE: If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the 5 possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.</p>
11	<p>PRICE FALL CLAUSE If successful tenderer, at any time during the tenure of the SECL contract, supplies materials of identical description in India, to any customer including CIL (or its subsidiary Cos.) at a price lower than the price stipulated in the SECL contract, the successful tenderer shall forthwith notify to SECL such reduction in sale price of materials and SECL shall amend its contract price to the lower price. In the event of non-intimation by the seller to this effect, suitable penal action may be considered against them. The lower price shall apply when the period of execution of supply is concurrent and will be applicable for the supplies made during the concurrent period of two contracts.</p> <p>The successful bidder will be required to submit following price certificate along with each supply: "During the tenure of the SECL contract, we have not supplied materials of identical description in India, to any customer including CIL (or its subsidiary Cos.) at a price lower than the price stipulated in the SECL contract."</p>

12	<p>COMPOSITE GUARANTEE/WARRANTY - The Goods/Services supplied under the Contract shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have Guarantee/Warranty for three (03) years period from the date of receipt. Seller at the time of listing /offering their products may choose to provide longer guarantee period (i.e. more than 1 year) and in such case, guarantee period stipulation made in Technical particulars / Specifications as offered by SECL shall prevail over those stipulated in General Terms and Conditions. Notwithstanding the fact that the Buyer or its Quality Assurance Officer may have inspected and/or approved the said Goods, it is further guaranteed that if during the said period, the Goods be discovered not to conform to the requisite description and quality and/or not giving satisfactory performance or have deteriorated, and the decision of SECL in that behalf shall be final and binding on the Seller and SECL shall be entitled to call upon the Seller to rectify and/or replace the Goods or such portion thereof as is found to be defective by SECL within 7 days and in such an event, the above period shall apply to the Goods rectified and/or replaced from the date of rectification and/or replacement mentioned in warranty thereof. Otherwise, the Seller shall pay to the Buyer such compensations that may arise by reasons of the warranty therein contained.</p>															
15	<p>PERFORMANCE BANK GUARANTEE: Successful bidder shall submit Performance Bank Guarantee for an amount of 2% of the value of contract which should remain valid for a period of sixty days beyond the expiry of Guarantee/Warranty period. The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as ANNEXURE-C (on a non judicial stamp paper of value Rs.250.00 only). This Performance Guarantee shall be for the performance of the Contract / Supply Order.</p>															
17	<p>INSPECTION AND TESTS:</p> <ol style="list-style-type: none"> The Goods delivered shall bear the self certified Manufacturer's/Seller's Warranty/Guaranty (applicable for Goods). Buyer /Consignee shall have the right to inspect the supplied Goods themselves and/or through its appointed agency at consignee's own cost, at Consignee's site(s) on receipt and accept or reject on proper justification any consignment of the Goods received within a period of 10 days of receipt. Consignee will accordingly issue on line 'Consignee's Receipt cum Acceptance Certificate', which will form the basis of Payments to the Seller. The date of receipt for the aforesaid purpose shall be reckoned from the date of receipt the Goods as notified in the Provisional Receipt Certificate (PRC) which will be issued online by consignee immediately after receipt of Goods. In case such Certificates are not issued within 10 days of receipt, the concerned Goods/ Services will be considered as deemed accepted and the concerned Consignee shall forfeit their right to reject the same. No payment shall be made for rejected goods/services, if any, and the Seller would be liable to remove/lift back such rejected Goods within 10 days without any extra charge/cost to the Buyer / Consignee failing which suitable ground rent/warehousing charges would be payable by the Seller to the Buyer /Consignee, under this "Return Policy" of the GeM. 															
24	<p>CONSIGNEE PARTICULARS:</p> <ol style="list-style-type: none"> General Manager, Central Stores, SECL, Korba, P.O. Korba Colliery, Distt. Korba (CG). Depot Officer, Regional Stores, Bhatgaon Area, P.O. Bhatgaon, Distt. Surguja (CG). Depot Officer, Regional Stores, Chirimiri Area, P.O. Chirimiri, Distt. Korea (CG). Depot Officer, Regional Stores, Dipika Area, P.O. Dipika, Distt. Korba (CG). Depot Officer, Regional Stores, Johilla Area, P.O. Johilla, Distt. Shahdol (M.P). Depot Officer, Regional Stores, Korba Area, P.O. Korba, Distt. Korba (CG). Depot Officer, Regional Stores, Kusmunda Area, P.O. Kusmunda, Distt. Korba (CG). Depot Officer, Regional Stores, Raigarh Area, P.O. Raigarh, Distt. Raigarh (CG). Depot Officer, Regional Stores, Dankuni Coal Complex, Hooghly (WB) 															
27	<p>SUBMISSION OF BANK GUARANTEE:</p> <p>I) The Bank Guarantee issued by the issuing Bank on behalf of contractor/supplier in favour of "South Eastern Coalfields Limited" shall be in paper form as well as issued under "Structured Financial Messaging System" (SFMS). As such the Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway either to the SBI, SME Branch, Bilaspur (IFSC – SBIN0004177) or to the ICICI Bank, Vyapar Vihar, Bilaspur (IFSC- ICIC0000282) as the case may be. The details of Beneficiary, i.e. South Eastern Coalfields Limited for issue of BG under SFMS platform are furnished below:</p> <p>a) State Bank of India as advising Bank of SECL:</p> <table border="1" data-bbox="201 2007 1517 2107"> <tr> <td data-bbox="201 2007 252 2107">1</td> <td data-bbox="256 2007 539 2107">Name of the Beneficiary and his Details</td> <td data-bbox="544 2007 595 2107">i</td> <td data-bbox="600 2007 1023 2040">Name</td> <td data-bbox="1027 2007 1517 2040">South Eastern Coalfields Limited</td> </tr> <tr> <td></td> <td></td> <td data-bbox="544 2047 595 2080">ii</td> <td data-bbox="600 2047 1023 2080">Area</td> <td data-bbox="1027 2047 1517 2080">SECL HQ, Bilaspur</td> </tr> <tr> <td></td> <td></td> <td data-bbox="544 2087 595 2121">iii</td> <td data-bbox="600 2087 1023 2121">Name of Bank</td> <td data-bbox="1027 2087 1517 2121">State Bank of India</td> </tr> </table>	1	Name of the Beneficiary and his Details	i	Name	South Eastern Coalfields Limited			ii	Area	SECL HQ, Bilaspur			iii	Name of Bank	State Bank of India
1	Name of the Beneficiary and his Details	i	Name	South Eastern Coalfields Limited												
		ii	Area	SECL HQ, Bilaspur												
		iii	Name of Bank	State Bank of India												

		iv	Bank Account No.	30285470636
		v	Department	Material Management
2	Beneficiary Bank, Branch and Address	i	Name of Bank	State Bank of India
		ii	Bank Branch Name	SME SBI Branch, Bilaspur
		iii	Branch Code	4177
		iv	Beneficiary Bank Branch IFSC	SBIN0004177
		v	Beneficiary Bank Address	SBI, Galaxy Height, Vyapar Vihar, Bilaspur – 495001,CG
b) ICICI Bank as advising Bank of SECL:				
1	Name of the Beneficiary and his Details	i	Name	South Eastern Coalfields Limited
		ii	Area	SECL HQ, Bilaspur
		iii	Name of Bank	ICICI Bank
		iv	Bank Account No. (SFMS Field no. 7036)	028205003346
		v	Department	Material Management
2	Beneficiary Bank, Branch and Address	i	Name of Bank	ICICI Bank
		ii	Bank Branch Name	Vyapar Vihar, Bilaspur
		iii	Branch Code	0282
		iv	Beneficiary Bank Branch IFSC (SFMS Field no. 7035)	ICIC0000282
		v	Beneficiary Bank Address (SFMS Field no.- 7036)	ICICI Bank Limited, Surya Chambers, Plot No- A/09 Vyapar Vihar, Bilaspur – 495001, CG (A/c no 28205003346)
		vi	SFMS Field no. 7037	SECL 14265
<p>NOTE: Vendors are requested to specifically advise BG issuing bank that in case they opt for ICICI Bank as beneficiary bank, they have to mention the code 'SECL 14265' in SFMS field no 7037 of IFN760COV/IFN767COV so that the advised BGs could be sent to the email id tagged with the account.</p> <p>II) The original Bank Guarantee in paper form should be sent to the beneficiary directly by the issuing Bank under Registered Post (A.D.).</p> <p>However, in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing branch should immediately send by Registered Post (A.D.) an unstamped duplicate copy of the guarantee directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D. card should be kept with the loan papers of the relevant guarantee.</p> <p>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.</p>				
30	SUB-CONTRACT: Sub-Contract will not be allowed in part or in whole under any circumstances.			
31	RIGHT OF ACCEPTANCE: The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered. SECL reserves the right to reject or accept any tender either in whole or in part without assigning any reason whatsoever.			
32	TRANSPORTATION OF GOODS: If case of placement of order, the bidder/supplier should transport/deliver the contracted material/supplies through registered common carriers only as per the provisions of the Carriage by Road Act-2007.			
33	RIGHT TO INFORMATION ACT: Any document/information submitted by the bidder can be made public at appropriate stage, as per Right to information Act. 2005.			
34	GENERAL TERMS AND CONDITIONS: Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with NIT as ANNEXURE –E. In case there is a conflict in any particular term of the NIT with the General Terms, the terms of the NIT will prevail.			
35	JURISDICTION: Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Bilaspur Court (Chhattisgarh State, INDIA).			
36	ARBITRATION CLAUSE : (Applicable for Public Sector Enterprises/Govt. Dept. only): “In the event of any dispute or difference relating to the interpretation and application of the provisions of the			

	contracts, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in the Department of Public Enterprises to be nominated by Secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties to the dispute shall share equally the cost of arbitration as intimated by the Arbitrator”.
37	TAX DEDUCTED AT SOURCE: TDS towards installation, commissioning, maintenance and other services, if applicable, shall be deducted from the vendors bills.
38	CIL PURCHASE MANUAL: The subject tender shall also be governed by the provisions of CIL Purchase Manual & its subsequent amendments, which are also available at CIL website.
39	IMPORTANT: Bidders submission of offer and participation in Reverse Auction against the subject tender conducted on GeM portal shall be considered as their unconditional acceptance to all the technical and commercial terms & conditions mentioned in this tender and GeM portal. No deviations or conditional acceptance on any account will be accepted, even if noted subsequently and offers with any deviation shall be liable for rejection.

Dy. Manager (MM)
For South Eastern Coalfields Ltd.

Enclosures:

Annexure – A: Schedule of Requirement

Annexure – B: Integrity Pact.

Annexure – C: Format of Bank Guarantee for Security Deposit / Performance BG

Annexure – D: General Terms & Conditions

Annexure – E: General Terms and Conditions of Sale/Purchase of Goods in Government E-Marketplace (GeM)

SCHEDULE OF REQUIREMENT

S. No.	Description	Qty (Nos.)
1	Desktop PCs	1200

TECHNICAL SPECIFICATIONS

S. No.	Parameters	Specification
1	CPU	Intel® Core™ i7-6700 with Intel HD Graphics 530 (3.4 GHz, up to 4 GHz with Intel Turbo Boost, 8 MB cache, 4 cores)
2	Chipset	Intel® Q150
3	Bus Architecture	1 PCIe x16; 3 PCIe x1
4	Memory	4GB RAM expandable up to 64 GB DDR4-2133 SDRAM Standard memory note: Transfer rates up to 2133 MT/s
5	Memory Slot	4 DIMM
6	Hard Disk Drive	500 GB (7200 rpm) or higher
7	Monitor	47 cm (18.5 Inch) larger LED/TFT Digital Colour Monitor TCO- 6.0 Certified.
8	Keyboard	104 Keys
9	Mouse	Optical with USB Interface.
10	Bays	2 Nos. or above.
11	Ports	Minimum 8 USB Ports (4 USB 3.0; 2 USB 2.0; 1 serial; 1 parallel (optional); 2 PS/2 (keyboard and mouse); 1 VGA; 2 DisplayPort; 1 audio line in; 1 audio line out; 1 RJ-45
12	LAN Card	2 Lan Cards
13	Display Output	3 Display Ports
14	Cabinet	Tower/Mini Tower
15	DVD Drive	8X or better DVD RW Drive.
16	Networking facility	10/100/1000 on board integrated Network Port with Remote booting facility, remote system Installation, remote wake-up, TPM enabled, 1.2 chip using any standard management software.
17	Operating System	Windows 8 Professional or Higher preloaded with Media & documentation and certificate of authenticity.
18	OS Certification	OS Certification: Windows 8 Pro/Higher OS Certification.
19	Power Management	Screen Blanking Hard Disc and System Idle Mode in Power On, Set Up Password, Power Supply SMPS surge protected.
20	Preloaded Antivirus	Microsoft Security Essential Software Item.
21	Warranty	3 years

PRE CONTRACT INTEGRITY PACT**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of.....2010, between, on one hand, South Eastern Coalfields Limited (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s..... represented by Sri....., Chief Executive Officer (hereinafter called the "BIDDER/ Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/ Seller is willing to offer/ has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/ partnership./ registered export agency, constituted in accordance with the relevant law in the matter and the buyer is a PSU.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitor will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting implementation process related to the contract.
 - 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following.
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, Offered or promised to give, directly or indirectly any bribe, gift , consideration, reward, favour, any material or immaterial benefit or other advantage,

commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the payment to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized Government sponsored export entity of the tendered item and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 THE BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employees of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The Bidder shall not lend to or borrow any money from or enter in to any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression:

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security deposit for the period of its currency.

6. Sanctions for Violations:

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required.
- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii) The earnest Money Deposit (in pre-contract stage) and / or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partly, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR . If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code , 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes in this Pact.

7. Independent Monitors:

- 7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 7.8 The IEMs would examine all complaints received by them and give their recommendations/views to the Chief Executive of the organization at the earliest. They may also send their reports directly to the CVO and the commission, in case of suspicion of serious irregularities requiring legal/administrative action. IEMs are expected to tender their advice on the complaints within 10 days as far as possible.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

- a) This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
- b) A person signing Integrity Pact shall not approach the Courts while representing the matter to IEMs and he/she will await their decision in the matter.

10. Other Legal Actions

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

11.1.

- a) The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER./ Seller, including warranty period, whichever is later. In case, BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- b) Integrity Pact, in respect of particular contract, shall be operative from the date of Integrity Pact is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealing.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. Issues like warranty/guarantee etc. should be outside the purview of IEMs

13. The final responsibility for implementation of Integrity Pact vests with the CMD/CEO of the organization.

14. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer
Designation
Dept./MINISTRY/PSU

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

- 1. _____
- 2. _____

Witness

- 1. _____
- 2. _____

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of India agents of foreign suppliers.

Format of Performance Bank Guarantee
(RS.250 non-judicial stamp paper)

Messers -----, a Company having its office -----
----- (hereinafter called the Contractor) has entered into a Contract No. -----
-----dated ----- (hereinafter called the said Contract) with South Eastern
Coalfields Limited (hereinafter called SECL) to supply equipment on the terms and conditions contained in the
said contract.

1. It has been agreed that hundred percent (100%) payment of the value of the equipment will be made to the Contractor in terms of the said contract on the Contractor furnishing to the purchaser a Bank Guarantee for the sum of ----- equivalent to 02% of the value of order by the Contractor, as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract.

The ----- having its office at -----has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We, -----Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller or any of the terms and conditions contained in the said Contract or by reason of the Seller's failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the Seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We, -----, further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the -----
--(date to be given), we shall be discharged from all liability under this guarantee thereafter.

4. We, -----Bank Ltd., further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser, against the said Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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 Purchaser the said sum of -----
------(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We,.....Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the SECL.

6. We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

7.. The Bank has under its constitution power to give this guarantee and -----
----- who have signed it on behalf of the Bank have authority to do so.

8. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

9.The Guarantee is operative at our ----- (name and address of the branch)

Dated :..... Day of 20.....
for Bank Limited.

**Signature of the authorised person
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**.

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

- 1 Definition :** In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires :
- i. "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
 - ii. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
 - iii. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
 - iv. The Chairman – cum- Managing Director means Chairman – cum Managing Director of South Eastern Coalfields Limited, Bilaspur.
 - v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
 - vi. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
 - vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
 - viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
 - ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
 - x. The term PARTICULARS shall mean the following :
 - a. Specification
 - b. Drawing
 - c. Sealed pattern denoting a pattern sealed and signed by the inspector
 - d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - e. Trade pattern denoting a standard of the ISI or other standardizing authority of South Eastern Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.
 - f. Proprietary make denoting the product of an individual manufacturer
 - g. Any other details governing the construction, manufacturer and or supply as existing in the contract
 - xi. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
 - xii. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
 - xiii. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.
 - xiv. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
 - xv. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 - xvi. UNIT & QUALITY means the unit and quantity specified in the schedule.
 - xvii. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.
- 2** The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to :
- i. The consignee at his premises or
 - ii. Where so provided the interim consignee at his premises or
 - iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
 - iv. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
- 3** Words in the singular include the plural and vice-versa.

- 4 Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.
- 5 Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.
- 6 a) **Parties:** The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.
 b) Address to which communications are to be sent for all purposes of the contract, including arbitration there under, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid. Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.
- 7
- i. The price quoted shall be either FOR place or Railway station of dispatch, FOB destination. Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.
 - ii. In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee element for stores to be imported. Bidders have to clearly indicate GST rate applicable (IGST/SGST & CGST) and GST (Compensation to State) Cess in Price Bid/BOQ.
 If the bidder is exempted from paying GST or bidder has opted for GST Composition Scheme, the same shall be confirmed with valid documentary evidence. (In case of inter-state supplies composition scheme shall not apply) In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.
 - iii. The price must be stated separately for each item on unit basis.
 - iv. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.
 - v. The prices quoted must be firm and the offers made must remain open for at least Six months from the date of submitting quotations unless otherwise specified.
 - vi. Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.
 - vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period upto which they are likely to last.
 - viii. Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.
 - ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderers, failing which their tenders will not be considered.
 - x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and / or its subsidiary companies.
- 8
- i. Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.
 - ii. All samples required for inspection or test shall be supplied by the successful tenderer free of cost.
 - iii. All samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of opening of tender.

- 9 a) Subletting and Assignment:** The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.
- b) Change in a Firm:**
- i. Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept as liabilities incurred by the firm under the contract prior to the date of such undertaking.
 - ii. On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.
 - iii. If the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.
- 10 a) Consequence of Breach:** Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorise the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.
- b)** The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.
- 11 Use of raw materials secured with Government assistance:**
- i. Where any raw material for the execution of the contract is procured with the assistance of CIL and or its subsidiary companies by purchase or under arrangement made or permit, license, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.
 - a. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies.
 - b. Shall use such material economically and solely for the purpose of the contract.
 - c. Shall not dispose of the same without the previous permission in writing of the purchaser; and
 - d. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regarding the condition of such material.
 - ii. Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by CIL and / or its subsidiary companies whose decision shall be final.
 - iii. If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to CIL and or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.
 - iv. Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and / or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.
- 12** The tenderers in case of imported items, shall clearly mention in the question that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.

- 13** For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price. The Price shall include:
- The service that will be rendered by them as manufacturer's agent
 - The name and address of agents, if any, in India, and
 - The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India
- 14** On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender or supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.
- 15 Inspection and Rejection:** Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorised and specified in the contract or supply order or any amendment thereof.
- Facilities for Test and Examination:** The supplier shall, at his own expenses, afford to the Inspector all responsible facilities and such accommodation as may be necessary for satisfying it, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier.
 - Cost of Test:** The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.
 - Delivery of Stores for Test:** The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.
 - Liability for Costs of Laboratory Test:** In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to delivery the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.
 - Method of Testing:** The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
 - Stores Expended in Test:** Unless otherwise provided for in the contract, all stores/materials expended in test will be to suppliers account.
 - Inspector – Final Authority and to Certify Performance**
 - The Inspector shall have the power:** Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.
 - To reject any stores submitted as not being in accordance with the particulars.
 - To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory; and
 - To mark the rejected stores with a rejection mark so that they may be easily identified if resubmitted.
 - Consequence of Rejection:** If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to “

- a. Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; or
 - b. Purchase or authorise the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract; or
 - c. Cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.
- ix. **Inspector's Decision as to Rejection Final:** The Inspector's decision as regards the rejection shall be final and binding on the supplier.
 - x. Where under a contract, the price payable is fixed on FOR station of despatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.
 - xi. **Notification of Result of Inspection:** Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination shall be notified to the supplier.
 - xii. **Marking of Stores:** The supplier shall if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognised Government or purchaser's mark. The stores which can not be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.
 - xiii. **Removal of Rejection**
 - a. Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.
 - b. Such rejected stores shall under all circumstances lie at the risk of the supplier for the moment such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.
 - xiv. **Inspection Notes:** On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of inspection note duly completed, for being attached to the supplier's bill thereof.

16 Packing and Transport

- i. It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.
- ii. The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods despatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. South Eastern Coalfields Limited shall pay for only such stores as are actually received by them in accordance with the contract.
- iii. All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.
- iv. Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each package will be marked on the package.
- v. A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.

- 17 Delivery:** The time for and the date of delivery of the stores stipulated in the 'Purchase Order' shall be deemed to be the essence of the contract and delivery of the stores must be completed by the date specified.
- 18** If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL or its subsidiary Companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CIL and its subsidiary companies, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.
- 19** The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector / Consignee at the Colliery site/ stores or by the Inspecting Wing (inclusive of all its branch officer) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.
- 20** Coal India Ltd and / or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.
- 21** The supplier shall at all times indemnify CIL and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design, or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design, or Trade Mark being made against CIL and / or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from
- 22 Carrying vessels for Imported Items:** In case of machinery imported from abroad, it is preferable that shipment should be affected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.
- 23 Freight:** The stores shall be dispatched at Public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure causes to the purchaser. Where alternative routes exist, CIL and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier.
- 24 Passing of Property:** Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.
- 25 Laws Governing the Contract.**
- i. This contract shall be governed by the Laws of India for the time being in force.
 - ii. Irrespective of the place of delivery, the place of performance of place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.
 - iii. **Jurisdiction of Courts:** The courts of the place from the acceptance of tender has been issued shall alone have Jurisdiction to decide any dispute arising out of or in respect of the contract.
 - iv. **Marking of Stores:** The marking of the stores must comply with the requirement of the law relating to merchandise marks for the time being in force in force in India.
- 26 Corrupt Practices:**
- i. The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any

act in relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other with the Purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.

- ii. Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-under by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision shall be final and binding on the supplier.

27 Insolvency and Breach of Contract

- i. Coal India Limited and or its subsidiary companies may at any time by notice in writing, similarly determine the contract without compensation to the supplier in any of the following events that is to say – If the supplier being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order of administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.
- ii. If the supplier being a company is wound up voluntarily by the order of a court or a receiver, Liquidating Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.
- iii. If the supplier commits any breach of the contract not herein specifically provided for – Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

28 Progress Report

- i. The supplier shall from time to time render such reports concerning the progress of the contract and or supply of the stores in such form as may be required.
- ii. The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract, nor shall operate an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

- 29 All disputes arising out of this contract shall be under the jurisdiction of Bilaspur Court only and as per the “Law of the Land”.

Sr. Manager (MM), SECL Hq

**GENERAL TERMS AND CONDITIONS OF SALE / PURCHASE OF GOODS AND SERVICES
IN GOVERNMENT E-MARKETPLACE (GEM)**

1. GeM Portal:

- The "GeM" i.e. Government e-Marketplace is for the government users to cater to their demand of commonly required Goods & Services.
- "Buyer(s)" is the Contract placing authority, which includes Central/State Government Ministries/Departments including its attached/subordinate offices, Central/State Public Sector Units (PSUs) and Autonomous Bodies acting through its authorized officer(s) for and on behalf of President of India/Governor of the State /PSU/Autonomous Bodies, as the case may be, for purchase of Goods/Services offered by "Seller(s)".
- "Seller(s)" is the firm(s) a proprietorship/partnership firm/Limited Liability Partnership/Private Limited/Limited company/Society registered under Society's Act that offers its Good(s)/Service(s) on GeM and agree to accept the contract placed by "Buyer(s)" for supply of the Good(s)/Service(s) as per the terms and conditions of GeM.
- The "Seller(s)" on GeM will be the OEMs (Original Equipment Manufacturers) and/or their authorized channel partner(s)/ resellers (having any general authorization / dealership of the OEM to sell their product in open market) and e- Marketplaces. At the time of offering products/already offered products under various product categories on GeM portal, the authorized channel partner(s)/ resellers are requested to upload in Digi-locker (link available at Seller's dashboard), their general authorization / dealership of the OEM to sell their product in open market by 10.8.2017 which would be verifiable from OEM , if required the Seller would be liable for strict administrative actions such as suspension/debarment/removal from GeM in addition to the grounds already stipulated under Clause 22 of the General Terms and Conditions of Sale / Purchase of Goods and Services in Government e-Marketplace (GEM), if
 - Listing of the products is done on GeM portal without having genuine authorization with specific validity date from OEM,
 - Listing of the products is done in irrelevant/inappropriate categories and/or with vague/conflicting product specifications/details/irrelevant product photographs etc.
 - Refurbished or counterfeited products are supplied
- The individual(s) registering on GeM and/or offering or buying Goods/Services and/or participating in e-bidding/reverse auction on GeM, must ensure that they have the requisite authorization to enter into contract with Buyer(s)/Seller(s) in GeM for and on behalf of the concerned legal entity, failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.
- If any firm has been de-registered or debarred from business dealings with GeM SPV then such firm or their agent/partner shall not be permitted to register and offer/sell their products on GeM in terms of GeM SPV Circular No.112 dated 19-09-2016.

2. Annual Procurement Plan(s):

- The Buyer(s) will provide projection of their annual demands in the GeM indicating required Goods/Services with specification & quality, quantity, consignee location and Delivery Period requirements etc by way of Annual Procurement Plan.

3. Offer of Goods/Services on GeM by Seller(s):

- The seller shall offer their Goods/Services indicating specifications, prices in Indian Rupees, and quantity which can be supplied over the specified time period, Warranty/Guaranty, validity etc as per template prescribed in GeM. Seller would ensure that the Goods/Services offered are latest, new and complete in all respects. The same can be modified at any point of time until it has been accepted by the Buyer by awarding the Contract. Buyer is required to come to GeM for ordering the Goods/Services with prior sanction and approval of competent authorities required for award of Contract to the seller(s). Seller can offer any number of products. However, it will be the sole responsibility of the seller to satisfy themselves regarding possessing the requisites for doing business for the offered product(s). The authorised channel partner(s)/ resellers can offer products of only one OEM in a particular product category.

- By offering any product on GeM, indicating particular specifications, Seller guarantees that the offered product/model is compliant with the specifications and any deviation in the supplied product from the offered product shall make them liable for removal of their registration with GeM as deemed fit.
- It is the seller's responsibility to keep all their information furnished at the time of their registration on GeM updated with the latest change(s), if any within 7 days of such occurrence. Any change regarding the offered products and their parameters must be updated by Seller on GeM immediately i.e. not later than 24 Hours of such change. Any non compliance of the aforesaid time line for updating information on GeM shall be treated as concealment of facts and such act shall make the Seller liable for administrative action such as removal/debarment/suspension of their registration with GeM, as considered appropriate.

4. Contract(s):

- Buyer shall award the digitally signed/e-signed on-line Contract(s) in the GeM after due diligence to meet their requirements including the requisite specification and delivery period. The Buyer shall satisfy themselves that the price of the selected offer is reasonable. In case of Services, the agreed SLA (Service Level Agreement) would also constitute the integral part of the Contract(s). For award of Contract(s), Buyer is at liberty to utilize all the data/information and tools made available in the GeM including e-bidding and reverse e-auction. On award of the Contract(s), it would be construed that the Buyer has obtained all necessary Administrative & Financial sanctions of the competent authority and adequate funds are available indicating the relevant Head of accounts in the awarded Contract(s). These Contract(s) in the GeM shall be governed as per terms and conditions specified in this document.
- Contracts placed on GeM through e-bidding and Reverse Auction shall also be governed by the special terms and conditions as given in annexure 1 and annexure 2 respectively in addition to these General Terms and Conditions of Sale / Purchase of Goods and Services in Government e-Marketplace (GeM) - Pilot (Phase).

5. Prices:

- The prices of the offered Goods/Services shall be firm and fixed at any point of time and shall be indicated in INR for each accounting unit. The Seller can chose to offer Goods/Services on all India basis or for specified locations at District level across India. The Seller may chose to offer Good(s) with uniform all inclusive unit price for deliveries at locations across India, or he may chose to quote one unit price inclusive of all taxes & duties with additional delivery charge(s) payable extra for delivery at the specified district(s). Accordingly, the price of Goods/Services ordered shall be inclusive of all taxes & duties and the location specific delivery charges (if applicable) and the same shall be indicated in contract. As such, for supply of Goods contract, no additional charges such as local levies/transportation/loading unloading charges etc., shall be payable over and above the contract price. The offered prices in the GeM shall in no case exceed Maximum Retail Price (MRP) and/or those concurrently offered by the Seller elsewhere including any e-commerce sites. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed/debarred or suspended from the GeM.
- The Seller agrees for sharing of the offered Product/Service price details as well as the Maximum Retail Price (MRP) by GeM authorities with Department of Excise & Customs, Income tax, GST etc.

6. Terms and Conditions in GeM:

- The offer (s) and resultant Contract(s) to be awarded will be governed by this "General Terms & Conditions of Sale/Purchase in GeM. The offer(s) and resultant Contract(s) are required to be digitally signed/e-signed on-line by the competent authority of the Seller and Buyer respectively.

7. Performance Security and Performance

- There shall be no Performance security / PBG requirement for contracts placed under Direct Purchase Option on GeM.
- For procurement through reverse Auction/e-bidding, Security Deposit / Performance Bank Guarantee (PBG) @2% of contract value, shall be applicable in respect of contracts valuing above Rs. 25 Lakh, as per special terms and conditions applicable for e-bidding / RA.

- Such Performance Bank Guarantee from a scheduled commercial bank must be submitted by seller to the Buyer within 15 days of award of contract and shall be in the format provided on GeM. Payments against such contract shall not be released till acceptable Performance Bank Guarantee is furnished by the seller.
- There shall be no Performance security / PBG requirement for contracts placed against the seller 'Energy Efficiency Services Limited (EESL)' under Direct Purchase/e-bidding/Reverse Auction option on GeM, since such contracts shall be governed by MoU/ Agreement signed between EESL and GeM SPV.

8. Duties & Taxes:

- Prices shall be all inclusive basis i.e. including excise duty taking into account the MODVAT benefits if any, sales tax (ST/CST/VAT/), Service Tax, Customs duty, Entry Tax etc.. Statutory variation, if any, shall be to the Seller's account and no variation in contract price, on account of such variations shall be allowed during the delivery period.
- The Bill Form shall be on-line provided to the seller by the Buyer which may inter alia include the following confirmations from the Seller:
 - Certified that the Excise Duty charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
 - Certified that the amount claimed as Excise Duty in this bill is in accordance with the provisions of the Rules in all respects and that the same has been paid to the Excise Authorities in respect of the Goods/Items covered by this Bill
 - Seller hereby undertakes that after reimbursement of the Excise Duty from the Paying Authority of the Contract, in case the Seller obtains any refund from Excise Duty Authorities the same shall be refunded to the Paying Authority, giving details and particulars of transactions and the Paying Authority will have full authority to recover such amount from the Seller's outstanding bills against a particular contract or any other pending Government Contract and no dispute on this account would be raised by the Seller.
 - Certified that the goods on which Sales Tax/VAT has been charged have not been exempted under the Central Sales Tax Act or State Sales Tax/VAT Act or the rules made there under and the charges on account of Central Sales Tax/VAT on these goods are correct under the provisions of that Act or the Rules made there under
 - Certified that the Seller is registered with above indicated TIN as dealer in the State where in their Billing address is located for the purpose of Central Sales Tax/VAT (As applicable).
- **Octroi Duty and/or other local taxes:** The Seller shall have discretion to offer Goods/Services for the select consignee location(s) in the country and they are expected to account for all local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc.) also while quoting the price for the listed Goods/Services and as such no reimbursement over and above the contract price(s) shall be allowed to Seller towards payment of such taxes.

9. Registration / Transaction Fee from Sellers for utilization of GeM :

- Till further notification, no Registration / Transaction fee shall be charged from the Seller for Registration and usage of GeM."

10. Integrity Pact:

- All the users in GeM i.e. Seller as well as Buyer agree not to exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM.
- We have seen the content of Integrity Pact from the link below and we agree that content of integrity pact becomes part and parcel of all orders being placed on GeM and same are binding to us.
https://gem.gov.in/resources/pdf/Integrity_Pact_SW_Developer.pdf
https://gem.gov.in/resources/pdf/Integrity_Pact_Goods.pdf

11. Guarantee/Warranty :

- The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have Guarantee/Warranty for one year period from the date of receipt. Seller at the time of listing /offering their products may choose to provide longer guarantee period (i.e. more than 1 year) and in such case, guarantee period

stipulation made in Technical particulars / Specifications as offered by the seller shall prevail over those stipulated in General Terms and Conditions. Notwithstanding the fact that the Buyer or its Quality Assurance Officer may have inspected and/or approved the said Goods, it is further guaranteed that if during the said period, the Goods be discovered not to conform to the requisite description and quality and/or not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify and/or replace the Goods or such portion thereof as is found to be defective by the Buyer within 7 days and in such an event, the above period shall apply to the Goods rectified and/or replaced from the date of rectification and/or replacement mentioned in warranty thereof. Otherwise, the Seller shall pay to the Buyer such compensations that may arise by reasons of the warranty therein contained. In cases requiring Spares, the Seller guarantees that they will supply Spare Parts, if and when required on agreed basis for an agreed price. The agreed basis could be an including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost. The aforesaid provisions made specifically for Goods, shall also be applicable for Services to the extent the same are practically possible.

12. Purchaser's/Consignee's Right of Inspection for Acceptance/Rejection (Return Policy):

- The Goods delivered shall bear the self certified Manufacturer's/Seller's Warranty/Guaranty (applicable for Goods). Buyer / Consignee shall have the right to inspect the supplied Goods themselves and/or through its appointed agency at consignee's own cost, at Consignee's site(s) on receipt and accept or reject on proper justification any consignment of the Goods received within a period of 10 days of receipt.
- In case of Services contract, the Buyer reserves right to reject the same in conformance with the terms and conditions of the agreed Service Level Agreement (SLA). However, such right to reject services offered by the Seller under the contract shall be exercise by the Buyer within 10 days of the date of receipt of the Service as defined below.
- Consignee will accordingly issue on line 'Consignee's Receipt cum Acceptance Certificate', which will form the basis of Payments to the Seller.
- The date of receipt for the aforesaid purpose shall be reckoned from the date of receipt the Goods as notified in the Provisional Receipt Certificate (PRC) which will be issued online by consignee immediately after receipt of Goods. However, in case of GeM contracts for Services, The date & time of start and completion of the Service, shall be indicated by the Seller while raising online invoice for a specified period of Service as per Service Level Agreement (SLA). The date of such invoice or the date of completion of the service whichever is later shall be reckoned as date of receipt of the Service and thereby the period of 10 days for issuance of CRAC shall be counted from the aforesaid date. In case such Certificates are not issued within 10 days of receipt, the concerned Goods/ Services will be considered as deemed accepted and the concerned Consignee shall forfeit their right to reject the same.
- No payment shall be made for rejected goods / services, if any, and the Seller would be liable to remove/lift back such rejected Goods within 10 days without any extra charge/cost to the Buyer / Consignee failing which suitable ground rent/warehousing charges would be payable by the Seller to the Buyer /Consignee, under this "Return Policy" of the GeM.

13. Payment Authority and Payment Terms:

- On-line payments shall be made in INR as per following terms by the Pay & Accounts Officer of the Buyer to be stipulated in the Contract against the on-line bills to be submitted by the Seller:
 - **For Goods :**
In case of goods, 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate and submission of bills.
 - **For Services:**
In case of services, 100% payments on the basis of monthly bills will be paid within 10 days of submission of bills with prescribed documents.
- If the buyer is not using any on-line payment portal/method or integration of payment portal of buyer with GeM portal is not yet complete, Off-line payments can be made using existing payment methods of the buyer organization. However the process up to bill-processing by Buyer will have to be completed on GeM portal itself and all e-signed documents available on GeM portal shall be

accepted for such off-line processing of bills. There shall be no need for getting such documents signed by issuing authorities. Also the time lines prescribed for payment has to be adhered to even in case of off-line payments.

14. Resolution of disputes:

- In the event of any question, dispute or difference arising under the terms and conditions of the contract placed through GeM, the jurisdiction of the same shall be at the place from where contract has been placed by the Buyer and may be referred to the arbitration for which the arbitrator(s) for adjudication of the matter shall be nominated by the Buyer. The arbitration in the matters related to GeM shall be governed as per prevailing Indian Arbitration and Conciliation Act 1996 and would be binding upon the Seller and Buyer. In all such cases in the GeM, the dispute would not be referred or entertained by Facilitation Council, Consumer Forum or any other adjudication forum and GeM SPV would not be a party to any such dispute/matter.

15. Laws Governing the Contract:

- The contract(s) between Buyer and Seller on GeM shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery, the place of performance or the place of payment under the contract, the contract shall be deemed to have been made at the place where the Buyer is located and the courts of the place where the Buyer is located shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract. Any contract entered through GeM, shall be solely between the Buyer and Seller, and GeM SPV/GeM shall not be party to the contract, therefore any dispute arising out of such contract(s) shall be settled between these parties to the contract without involving GeM SPV/GeM.

16. Terms of delivery and Delivery Period :

- All the Goods/Services in the GeM shall be offered on Free Delivery at Site basis including loading/unloading. In respect of items requiring installation and / or commissioning (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM. Seller shall indicate the quantity which can be supplied over the specified time period(s). The Seller would offer these details, which would constitute the part of the awarded Contract(s) in the GeM and would make a binding Contract between the Seller & the Buyer. Any modification thereto shall be mutually agreed and incorporated in the Contract. This Delivery Period/Time shall be deemed to be essence of the Contract and delivery must be completed not later than such date(s).
- The Consignee will as soon as possible but not later than 10 days from the date of arrival of Goods/Services at destination site notify the Seller of any loss or damage that may have occurred during transit.

17. Extension of Delivery Period :

- Buyer may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:
 - The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons attributable to the Buyer.
 - For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods/Services after the expiry of Contract delivery/re-fixed period, shall be recovered from the Seller as mentioned hereinafter for the extended period. No increase in price on any ground after the original/re-fixed delivery date shall be admissible during such extended period(s).

18. Force Majeure:

- If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within **10 days** from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon

as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding **10 days**, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the 5 possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

19. Liquidated Damages:

- If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed Delivery/Time period(s) specified in the Contract, the Buyer will be also entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value without any controversy/dispute of any sort whatsoever.

20. Termination for default:

- If the Seller does not perform their obligations under the Contract within the Delivery Period/Date stipulated in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel/withdraw the Contract for the unsupplied portion after the expiry of the original/re-fixed delivery date/period stipulated in the Contract. Such cancellation on account of non performance by the Seller would entitle the Buyer to downgrade seller's ratings or debarment from the GeM.

21. Closure of Transaction:

- After satisfactory completion of all the obligations under the Contract, and after release of payments for the goods / services, the transaction shall be treated as closed.

22. Grounds for administrative actions against Seller's misconduct in GeM:

- The Seller would be liable for administrative actions such as suspension/debarment/removal from GeM, if they fail to abide by any of the terms & conditions stipulated in this document and/or on the following grounds If the seller:-
 - supplies goods of inferior/ substandard quality
 - fails to update GeM about any change in information furnished within the prescribed time limits
 - executes services without conforming to requirement given in Service Level Agreement (SLA)
 - fails to execute an order/ contract or fail to execute it satisfactorily
 - is declared bankrupt or insolvent
 - fails to produce the requisite documents/ information during the course of inspection / assessment at any stage; and
 - in case the Seller (firm) has been de-registered/debarred by GeM SPV in terms of GeM SPV Circular No.112 dated 19-09-2016.
 - on any other ground for which, in the opinion of GeM, the retention of the seller or any of its offered product in GeM is not in Public Interest
 - The grounds mentioned above are illustrative only. The Appellate Authority for any representation or grievance against such administrative action will be vested with
 - Listing the products/services not in the relevant categories and/or listing the same with vague/conflicting product specifications/details and irrelevant product photographs

23. Role of GeM SPV in GeM :

- GeM SPV shall be responsible for overall supervision and monitoring of GeM portal operations, policy management, design and implementation of business processes in adherence with the applicable law and executive orders issued time to time.
- GeM SPV shall reserve the right to inspect and to assess manufacturing/testing/quality control arrangement(s) of manufacturing premises and/or any of the premises related to manufacturing process of offered product of the Seller.
- GeM SPV also reserves the right to inspect quality of the offered product through documents, test reports/ certificates, testing at any independent lab or through inspection/testing by its authorized

representative/s at firm's premises or at user's premises as decided by GeM SPV, for which the seller shall provide necessary facilities and manpower for such purpose.

- GeM SPV reserves the exclusive right and discretion for addition / deletion of any of the offered product(s)/Product category(ies) and their framework of technical parameters on GeM
- Implementation of Government policies related to public procurement as notified by various nodal Ministries/ Departments
- Management and alteration of Terms and Conditions of GeM
- Supervision of MSP (Managed Service Provider), if any engaged for GeM
- Management of Call Centre/Help desk operations
- Services for inspection of Goods/Services as an option if chosen by Govt. User Departments.
- Removal/debarring the Sellers/Buyers and Goods/services in GeM
- Management of Rate Contracts in GeM
- Index, Notices, Circulars, News, Flashes, Updates etc in GeM
- Management of complaints and their re-dressal mechanism in GeM (not disputes related to concluded contracts).
- Reporting and MIS mechanism in GeM
- Any other related activities in the GeM
- In exceptional circumstances, for ensuring propriety of procurement processes or to obviate possible misuse of GeM functionalities, GeM SPV as GeM Admin may keep any Bidding / RA process on hold for some time as considered appropriate.

NEW ADDITION IN GENERAL TERMS & CONDITIONS

1. **Delivery Period:** In order to give flexibility to the buyers in sourcing their requirements through GeM, provision has been made in e-bid and RA modules for indicating delivery period in terms of "number of days from date of placement of contract". While stipulating delivery period in their bid documents, Buyers are advised to be careful since un-realistic delivery period stipulations may result in elimination of some genuine sellers, lack of competition and may ultimately have impact on cost of procurement. While fixing delivery period in e-bid/ RA bid, buyers should not only take into consideration the quantity required and the essentiality of requirement of that quantity within stipulated time period but also the possible impact of shorter delivery period on competition in e-bidding / RA.
2. **Buying from Single OEM:** According to the provisions of GFR, 2017 rule 149 (ii), GeM shall be utilized by Government buyers for direct on-line purchases above Rs. 50,000/- and up to Rs. 30,00,000/- but such purchase has to be through the supplier having lowest price amongst the available suppliers on the GeM. In order to ensure that buyers select only L-1 available offer, the GeM portal requires that buyer first compares product. While comparing, care should be taken that comparison has to be done between products of at least three different Manufacturers / OEMs. For L-1 buying, comparison has to be made between products of at least three different OEMs. If Buyer wants to buy any specific OEM's product then he has to go for PAC buying after obtaining necessary approvals of competent authorities for PAC buying.
3. **Splitting of Demand:** Splitting of demand deprives the organisations from achieving the best competitive prices leveraging economies of scale. It also implies avoiding the necessity of obtaining the sanction of higher authority required with reference to the estimated value of the total demand. It is a violation of para 149 (viii) of GFR -2017 and terms and conditions of GeM Portal. Hence, splitting of demand and creating multiple Bids/RAs is strictly prohibited on GeM. If noticed, necessary action will be taken from GeM like blocking such Bids/RAs.
4. **Mandatory Minimum Discount on MRP:** Sellers shall offer minimum discount of 10% over MRP mandatorily unless otherwise specified for offering their products on GeM portal. The discount of 10% over MRP is the Minimum discount and sellers are free to offer higher discount on GeM. In case offered discount is less than 10% , GeM Portal will not allow the seller to list the products.
5. **Dividing the Quantity:** As per standard procedure, complete requirement incorporated in the tender enquiry document is to be covered on the lowest responsive tenderer without dividing the same. The tenderer who does not quote for the complete requirement is to be treated as NON responsive and

- ignored. GeM does not allow splitting of the order quantity and hence buyers are not allowed to incorporate any such condition in the bid / RA documents.
6. Above Rs. 50,000/- and up to Rs. 30,00,000/-, the GeM portal shall be utilised by the Government buyers for direct on-line purchases through the GeM seller having lowest price amongst the available sellers, of at least three different manufacturers, on GeM.
 7. In case of registration of Primary user/Buyer and creation of secondary user(s) by the former, their Aadhar (UID) details collected by GeM are solely for user verification and to apply e-signing on the documents. The e-sign is at par with digital signatures as per Information Technology Act Amendment 2008 and it works based on details available in Aadhar database of UIDAI and there is no interference / intrusion in their personal details.
 8. GeM Sellers must ensure that the prices offered on GeM by them for a particular product / service is the lowest and no supply shall be made to any buyer, government or private, at a price lower or equal to that of GeM. In case of violation of this, GeM administration will review for removal of the seller of that item from GeM including other administrative action as stipulated in Terms and Conditions of GeM.
 9. Buyers are not allowed to place any order at GeM prices outside GeM. The prices on GeM are only applicable if the procurement is made through GeM portal. Using GeM prices for procurement outside GeM portal is strictly prohibited. Such action will violate the basic principles of transparency and accountability enshrined in GeM. If procurement is done outside GeM in offline mode then the laid down procedure for tendering must be followed.
 10. GFR rule 149 allows direct on-line purchases on GeM up to Rs.50,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period. However this is subject to procuring authorities certifying the reasonability of rates. While making such direct on-line purchase below Rs. 50,000/-, the buyer should have approval of competent authority and should also record reasons for selecting the specific product in case lowest priced products are not being accepted / ordered.
 11. "GeM is a dynamic online marketplace. The product/service listings across the existing categories are dynamic. Moreover, new categories of products/services are continuously being added on GeM. In situations where there is only one offer available in a product/ service category and/or there is offer from only one Seller after filter based search, the buyer should not select such offer for buying and such category may be deemed as not available for procurement on GeM. The Buyer may hold on their procurement till such time, more Sellers list their products/services. this however will not apply for PAC procurement."
 12. Tools have been deployed on GeM portal to show the price of compared products on other e-commerce sites (wherever available) and also the rates at which orders have been placed on GeM for such items in recent past. While taking decision on reasonableness of price, the buyers may also take into account the discount over MRP; Last Purchase Price on GeM, Department's own Last Purchase Price; rates on other e-commerce websites etc. The prices on e-commerce site give a broad idea and its terms and conditions may be different. If it is found that the price available on GeM marketplace is substantially higher than e-commerce sites or LPP is not reasonable, the GeM Portal provides tools for online bidding or reverse auction which can be used by the Buyer to get better competitive rates and satisfy himself about reasonableness of the price. In case of Direct Purchase, during carting period of 5 days, rates for carted quantity, for that buyer, are frozen for five days against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer by GeM portal.
 13. Implementation of various procurement policies as notified by the government is the responsibility of the Buyer. Central Govt. Ministries, Departments and Public Sector Undertakings Buyers are required to follow the guidelines and directions as contained in the Order 'Public Procurement Policy for Micro and Small Enterprises (MSE) order 2012' dated 23.03.2012 while making procurements through GeM.

SPECIAL TERMS AND CONDITIONS FOR REVERSE AUCTION ON GEM

1. The following terms and conditions shall be applicable for the buyers and sellers to the Reverse Auction (hereinafter to be referred as “RA”) conducted by the Buyers on GeM platform, in addition to laid down General Terms and Conditions for Sale/Purchase in GeM (Government e-Marketplace) already agreed by the Buyer and the Seller. In case of any discrepancy/conflict in aforesaid terms and conditions, special terms and conditions for reverse auction shall have precedence over the terms/conditions given in any other document.
2. The RA module of GeM is a tool provided to the Buyer(s) for organizing bidding from GeM Sellers of the particular product category for a pre-defined requirement i.e. quantity, technical parameters for Goods/ Services of the particular product category required for one or more Purchase/Indentor/consignee(s). Prior to organizing RA, the Buyer shall judiciously search and shortlist lowest priced item among the items offered on GeM using filters such as quantity, technical parameters, warranty period, consignee location(s) etc as per the requirement. In case the search made using actual quantity required fails to identify sufficient offers, the Buyer may use an indicative quantity for initial search and short listing of offer which may be amended to match the actual requirement at the time of organizing e-Bidding.
3. The technical parameters and warranty of the lowest priced item identified by the Buyer shall be base parameters (technical parameters and warranty) of the item for conducting RA for the required Goods/Services. Nevertheless, the Buyer organizing a particular RA shall also have option to revise these base parameters and/or stipulate additional parameters along with the base parameters as per the requirement.
4. The price of the aforesaid lowest priced item shall be reference price for the RA. Unless, there is revision made in base parameters or some additional parameter(s) along with identified base parameters are stipulated by the Buyer, the Seller(s) participating in the RA shall not be allowed to quote price higher than the reference price.
5. RA will be designed and conducted by the Buyer(s) for which they will stipulate requirements such as Quantity, Delivery period, Performance Bank Guarantee, Time/date and duration of RA (giving at least 7 days from the date of publication of RA notice on GeM site), Step value for decrement during RA period and validity period for the bids given on RA. The RA will be conducted at GeM on scheduled date and time by the Buyer.
There shall be no Performance security / PBG requirement for contracts placed against the seller ‘Energy Efficiency Services Limited (EESL)’ under Direct Purchase/e-bidding/Reverse Auction option on GeM, since such contracts shall be governed by MoU/ Agreement signed between EESL and GeM SPV.
6. Performance Bank Guarantee is to be obtained from the successful bidder awarded the contract. Performance Bank Guarantee should be for an amount of 2% of the value of contract and should remain valid for a period of sixty days beyond the expiry of Guarantee/Warranty period. PBG@2% of the contract value will be submitted by the seller to the buyer, after award of contract valuing above Rs 25,00,000/- (Rs Twenty five lakh). After the award of contract the earnest money of unsuccessful bidders shall be returned at the earliest after the expiry of the final bid validity and latest on or before the 30th day after the award of contract. Earnest money of successful bidder shall be returned on receipt of performance security
7. The RA invitation notice shall be published on GEM, stipulating the time/date for start and end of bid submission and opening of bids giving at least clear 7 days time for after the publication. Any change in this regard will be intimated to eligible bidders through e-mail/GeM. The RA invitation shall be extended to all the Sellers on GeM who get registered as Seller and/or offer Goods/services for the particular product category on GeM, 48 hours prior to end time of RA.

8. The decision of the Buyer/GeM regarding technical/commercial acceptability of the individual Seller to be invited for RA shall be final. Upon being invited for RA, the Seller shall have discretion to participate in the same. The identity of Seller(s) participating in RA shall be masked with dummy identity during the RA session.
9. The Seller participating in the RA shall offer one of their product(s) listed against the specified product category on GeM. The bid submitted under RA shall remain valid for 15 days from the e-Bidding date (till 24.00 Hrs IST) which can be further extended for 15 days with mutual consent, for acceptance by the Buyer. The individual Sellers shall ensure that the products offered in RA remain available on GeM during the bid validity period and/or ordered shall remain available on GeM during the bid validity period and during the Delivery period stipulated in contract. The individual Seller bidding in RA shall quote one package price for the total quantity required at one or more consignee location(s) for the stipulated terms of delivery as free delivery to consignee's site. This package price shall be quoted on all inclusive basis i.e. inclusive of all taxes and duties such as excise duty, custom duty, sales tax/VAT, service tax, local taxes, Octroi/entry tax including loading/unloading etc.
10. The Seller bidding in RA shall give compliance for technical and commercial parameters as stipulated in the RA. All the bids received in RA from the Sellers shall be deemed to have been made by the eligible bidder as per ibid terms and conditions stipulated for RA and any Seller shall not be permitted to withdraw/cancel their bid submitted in RA and they shall have to honour the commitments arising out of such bids. Failure to honour such commitments shall be liable for deregistration from GeM and or any other administrative action like debarring from future reverse auctions on GeM for a period three (3) years. However, the Bidder participating in RA shall be permitted to revise their quoted package price, by making decrement(s) in the price within the stipulated time prescribed for under the RA.
11. **Minimum Bid Decrement:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, in multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiples of Bid Decrement. The start price/reference price of the total quantity of an item included in RA package in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is the bidder's own price, he would still need to bid in the online reverse auction. Also, the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
12. Whenever a lower price bid is received in the closing moment i.e. within 15 minutes of existing end time of Reverse Auction, the end time of reverse auction shall be extended automatically by another 15 minutes. All participant sellers of that RA shall be notified by the GeM system about extension of time through email and/or SMS and they shall be allowed to submit revised bid under the RA. The same process shall be repeated if there is another lower bid received in the RA during last 15 minutes of RA.
13. **Visibility To Bidder during RA:** The Bidder shall be able to view the following on his screen along with the necessary fields during RA:
 - a. Leading Bid value in the Auction
 - b. Bid Placed by him
 - c. Start Price & Bid Decrement Value
14. The bidder in the RA, which quotes the lowest package price (all inclusive) by the end of RA shall be construed by GeM as the winner bidder/successful bidder for the Reverse Auction. However, the

purchaser reserves the right to accept/reject any bid received through RA without assigning any reasons.

- 15.** Any amendment/corrigendum to the RA issued by the Buyer will be made online and the same shall be uploaded on the GeM. The participation by the GeM Seller as bidder in RA shall be construed as his compliance for all the technical as well as commercial parameters as outlined in the e-bidding and accordingly the contract with the lowest acceptable bidder shall be entered by the Buyer. After RA, the lowest acceptable bid shall be decided on the basis of lowest total bid price for the total tendered requirement.
- 16.** Immediately after successful conclusion of RA session, GeM will automatically generate a Reverse Auction report describing its outcomes including the lowest bidder and the quoted lowest package price (all inclusive) for necessary decision/action by the Buyer and for placement of Order on successful bidder quoting lowest package price for the complete requirement through GeM within the validity period of the bid.
- 17.** GeM/Buyer shall not have any liability to bidders for any interruption or delay in access to the GeM site (gem.gov.in)/Reverse Auction link etc, irrespective of the cause.
- 18.** All the participating Sellers in the RA shall be required to submit bid(s) in adherence of the Information Technology Act, 2000 read along with amendment thereof, duly signed by valid e-sign issued to their respective authorize representative who participate in RA on behalf of the bidder in the reverse auction.
- 19.** Against any bidding or RA conducted on GeM, if a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 20.** There is no need for submission of EMD/Bid security for participation in bidding/reverse auction on GeM. However, GeM SPV / GeM Admin reserve the right to debar a seller from GeM portal if the seller / service provider / bidder:
 - Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - If it comes to notice that the information / documents furnished in its tender is false, misleading or forged; or
 - Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions.

Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause.