

## Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण   |  |
|---|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय                                 | 31-05-2024 17:00:00  |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय                                | 31-05-2024 17:30:00  |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)   | 120 (Days)   |
| Ministry/State Name/मंत्रालय/राज्य का नाम                                   | Ministry Of Coal   |
| Department Name/विभाग का नाम  | Coal India Limited   |
| Organisation Name/संगठन का नाम  | Eastern Coalfields Limited   |
| Office Name/कार्यालय का नाम   | West Bengal  |
| Total Quantity/कुल मात्रा   | 10   |
| Item Category/मद केटगरी   | Pump Spares Sch 1 , Pump Spares Sch 2 , Pump Spares Sch 3 , Pump Spares Sch 4 , Pump Spares Sch 5 , Pump Spares Sch 6 , Pump Spares Sch 7  |
| BOQ Title/बीओक्यू शीर्षक  | Complete Rotating Element of MandP and KBL Multistage and Split Casing Pump  |
| MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/         | Yes  |
| Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ | Yes  |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़                | Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया                          | No   |
| ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी                          | Yes  |
| Type of Bid/बिड का प्रकार   | Two Packet Bid   |
| Primary product category  | Pump Spares Sch 1  |

| Bid Details/बिड विवरण   |  |
|---|--|
| <b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b> | 7 Days   |
| <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>                                      | No   |
| <b>Estimated Bid Value/अनुमानित बिड मूल्य</b>   | 1588700  |
| <b>Payment Timelines</b>  | Payments shall be made to the Seller within <b>30</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| <b>Evaluation Method/मूल्यांकन पद्धति</b>   | Item wise evaluation/  |

#### EMD Detail/ईएमडी विवरण

|   |                     |
|---|---------------------|
| Advisory Bank/एडवाइजरी बैंक               | State Bank of India |
| Schedule 1 EMD Amount/ईएमडी राशि (In INR) | 13130               |
| Schedule 2 EMD Amount/ईएमडी राशि (In INR) | 4250                |
| Schedule 3 EMD Amount/ईएमडी राशि (In INR) | 3920                |
| Schedule 4 EMD Amount/ईएमडी राशि (In INR) | 2860                |
| Schedule 5 EMD Amount/ईएमडी राशि (In INR) | 2160                |
| Schedule 6 EMD Amount/ईएमडी राशि (In INR) | 2620                |
| Schedule 7 EMD Amount/ईएमडी राशि (In INR) | 2860                |

#### ePBG Detail/ईपीबीजी विवरण

|  |                     |
|--|---------------------|
| Advisory Bank/एडवाइजरी बैंक  | State Bank of India |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)                               | 5.00                |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 6                   |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Dy Manager E and M

Neamatpur Central Workshop, PO Sundarchak, West Bengal 713360, COAL INDIA LIMITED, EASTERN COALFIELDS LIMITED, Ministry of Coal

(Ajay Kumar)

**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

|  |     |
|--|-----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|

**MSE Purchase Preference/एमएसई खरीद वरीयता**

|   |     |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

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

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

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

[OM No.1\\_4\\_2021\\_PPD dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued

by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### Evaluation Method ( Item Wise Evaluation Method )

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

| Evaluation Schedules | Estimated Value | Item/Category     | Quantity |
|----------------------|-----------------|-------------------|----------|
| Schedule 1           | 656080.00       | Pump Spares Sch 1 | 4        |
| Schedule 2           | 212400.00       | Pump Spares Sch 2 | 1        |
| Schedule 3           | 195880.00       | Pump Spares Sch 3 | 1        |
| Schedule 4           | 142780.00       | Pump Spares Sch 4 | 1        |
| Schedule 5           | 107800.00       | Pump Spares Sch 5 | 1        |
| Schedule 6           | 130980.00       | Pump Spares Sch 6 | 1        |
| Schedule 7           | 142780.00       | Pump Spares Sch 7 | 1        |

#### Pump Spares Sch 1

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

#### Technical Specifications/तकनीकी विशिष्टियाँ

|                        |                           |
|------------------------|---------------------------|
| Specification Document | <a href="#">View File</a> |
| BOQ Detail Document    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100%                                  | NA                                     |

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता                                | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|--|-----------------|------------------------------|
| 1              | Champak Dutta   | 713360,PO Sunderchak Puschim Bhardhaman WB | 4               | 25                           |

**Pump Spares Sch 2**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

|                        |                           |
|------------------------|---------------------------|
| Specification Document | <a href="#">View File</a> |
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**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100%                                  | NA                                     |

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता                                | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|--|-----------------|------------------------------|
| 1              | Champak Dutta   | 713360,PO Sunderchak Puschim Bhardhaman WB | 1               | 25                           |

### Pump Spares Sch 3

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

#### Technical Specifications/तकनीकी विशिष्टियाँ

|                        |                           |
|------------------------|---------------------------|
| Specification Document | <a href="#">View File</a> |
| BOQ Detail Document    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100%                                  | NA                                     |

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता                                | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|--|-----------------|------------------------------|
| 1              | Champak Dutta   | 713360,PO Sunderchak Puschim Bhardhaman WB | 1               | 25                           |

### Pump Spares Sch 4

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

#### Technical Specifications/तकनीकी विशिष्टियाँ

|                               |                           |
|-------------------------------|---------------------------|
| <b>Specification Document</b> | <a href="#">View File</a> |
| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100%                                  | NA                                     |

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता                                | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|--|-----------------|------------------------------|
| 1              | Champak Dutta   | 713360,PO Sunderchak Puschim Bhardhaman WB | 1               | 25                           |

**Pump Spares Sch 5**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

|                               |                           |
|-------------------------------|---------------------------|
| <b>Specification Document</b> | <a href="#">View File</a> |
| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100%                                  | NA                                     |

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता                                | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|--|-----------------|------------------------------|
| 1              | Champak Dutta   | 713360,PO Sunderchak Puschim Bhardhaman WB | 1               | 25                           |

### Pump Spares Sch 6

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

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|------------------------|---------------------------|
| Specification Document | <a href="#">View File</a> |
| BOQ Detail Document    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100%                                  | NA                                     |

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता                                | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|--|-----------------|------------------------------|
| 1              | Champak Dutta   | 713360,PO Sunderchak Puschim Bhardhaman WB | 1               | 25                           |



## Pump Spares Sch 7

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

### Technical Specifications/तकनीकी विशिष्टियाँ

|                        |                           |
|------------------------|---------------------------|
| Specification Document | <a href="#">View File</a> |
| BOQ Detail Document    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100%                                  | NA                                     |

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता                                | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|--|-----------------|------------------------------|
| 1              | Champak Dutta   | 713360,PO Sunderchak Puschim Bhardhaman WB | 1               | 25                           |

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

#### 1. Generic

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

#### 2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Neamatpur Central Workshop  
Eastern Coalfields Limited

PO. Sundarchak  
Dist. Paschim Bardhaman  
West Bengal 713360

### 3. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 4. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 5. **Generic**

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

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

### 6. **Generic**

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

### 7. **Generic**

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

### 8. **Generic**

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

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

### 9. **Scope of Supply**

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

### 10. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the

Bid document, ATC and Corrigendum if any.

**11. Warranty**

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

**12. Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Eastern Coalfields Limited , Neamatpur Workshop  
Account No.  
11214095581  
IFSC Code  
SBIN0000011  
Bank Name  
State Bank of India  
Branch address  
BNR more, Asansol, West Burdwan, Pin 713301

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

**13. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Eastern Coalfields Limited , Neamatpur Workshop  
Account No.  
11214095581  
IFSC Code  
SBIN0000011  
Bank Name  
State Bank of India  
Branch address  
BNR more, Asansol, West Burdwan, Pin 713301

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

**14. Buyer Added Bid Specific ATC**

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

**15. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**ADDITIONAL TERMS & CONDITIONS**

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## **Procurement of Complete Rotating Assembly of M&P PL I I 6 Stage, DST 150/200, GSN 100/125 pump & KBL 6UP4, 6UP3, DSM 3 & DSM 80/36 Split Casing pump**

1. The bidders will have to accept all the points of **Technical Parameter Sheet (Annexure A)** and also upload the same after signing by authorized person with company's seal.
2. The offer should be submitted strictly as per the terms & conditions laid down in the bid document, failing which the offer may be liable for rejection. No deviation of the terms and conditions of the tender document is acceptable.
3. The Bidder should examine all instructions, forms, formats, terms and specifications in the Bid Document. Failure to furnish all information/ documents/ certificates required by the Bid Document will be at the Bidder's risk and it may result in rejection of its bid.
4. **Banned or Delisted or Debarred or 'Put on Holiday' Suppliers**: The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs. If a bidder and/or manufacturer has been banned or delisted or debarred or 'Put on Holiday' by any Government or quasi- Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as nonresponsive. This declaration is in-built in the LOB which shall be filled up by bidder.
5. **Earnest Money Deposit**
  - a) Earnest Money Deposit (EMD) is also known as Bid Security. Primary objective of EMD is to ensure the earnestness of the bidders in the participation of the procurement process. EMD will act as a deterrent against the bidder withdrawing or altering his bid during its validity. EMD shall be interest free.
  - b) Bid will be evaluated only after checking the EMD documents as prescribed in "Forms of EMD & PBG" clause of this NIT. If no documents uploaded against EMD submission the bid will straightway rejected. No further communication will be done regarding EMD submission.
  - c) All the other EMD related clause will be as per General Terms & Conditions on GeM 4.0 (Version 1.14) or latest & updated Purchase Manual of CIL.

**6. Refund of Earnest Money Deposit:** as per General Terms & Conditions on GeM 4.0 (Version 1.14) or latest & updated Purchase Manual of CIL.

**7. Forfeiture of Earnest Money Deposit:** The EMD shall be forfeited:

- (i) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender.
- (ii) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a. Fails to sign the contract within 30 days from the date of notification of award; or Fails to submit order acceptance within 30 days from the date of order; or Refuses to accept/execute the contract
  - b. Fails to furnish the Security Deposit for the due performance of the contract within the specified period.

**8. Firm Price:** Price should be firm till delivery. Once the order is placed on the tenderer within the validity/extended validity period of the offer, the price quoted by them in their offer shall remain FIRM throughout the entire period of the operation of the contract.

**9.** Bidders are liable to be registered under GST. Unregistered firms are not allowed to participate in this tender and bids submitted by unregistered firms, if any, shall be ignored. EMD submitted by such bidders, if any, shall be forfeited.

**10. Applicability of GST on Liquidated damages, EMD and/or Security Deposit forfeiture:** GST shall be applicable on liquidated damages, EMD and/or Security Deposit forfeiture and will be extra and recovered from suppliers/bidders.

**11.** The submission of forged document, if any, by the bidder (s), shall be dealt with as per the provisions of CIL Purchase Manual 2020.

**12. Price Fall Clause:** The Bidder undertakes that it has not offered to supply/ supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

- a. **The currency of contract will mean the period till completion of supply.**

- b. The bidder will be asked to submit a copy of the last (latest) purchase order for the tendered / similar item(s) received by them from any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.
- c. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- d. **The successful supplier shall submit a certificate along with the bill(s) that “it has not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization.” This certificate shall be submitted also with the offer.**

### 13. Submission of forged documents

- a) In case the Tenderers submit self-attested copies of registration certificate of NSIC, License from BIS and approval certificate issued by DGMS/ PESO / other Independent Statutory Bodies of Govt of India along with the tender, such documents should normally be accepted by the Dealing Officer as authentic documents without going for any further verification with the original document. However, if later on the documents submitted by the tenderer are found to be fake/forged, the entire responsibility shall be of the tenderer and for which the purchaser shall take such punitive and other administrative actions against the tenderer as are considered deemed fit.
- b) The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility and appropriate action will be taken by CIL/Subsidiary Company if it is subsequently found to be misleading/ false/ forged.
- c) The submission of forged document, if any, by the bidder (s), shall be dealt with as per the provisions of updated CIL Purchase Manual 2020 & its amendment.
- d) ECL reserves its right to physically and by any other method (as applicable) verify the documents and other infrastructure facilities mentioned in the offer and in the event of the results of verification not matching with the information submitted in the offer, suitable penal action may be taken including cancellation of order, Banning/Suspension of Business of the tenderer as per extant provisions and rules of Purchase Manual..

**14. Purchaser's Right to Accept or Reject any or all Bids:** The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action. No di

spute of any kind can be raised against this right of the Purchaser in any court of law or elsewhere.

**15.**In case of domestic supplies on Free Delivery at site/FOR Destination basis, the supplier has to arrange insurance at its cost.

## **16.Termination** for Default and breach of contract

The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- a. If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- b. If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or
- c. If the Supplier, in the judgment of the Purchaser, has violated Code of Integrity for Public Procurement in competing for or in executing the Contract.

## **17.Liquidated Damages**

In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:

(a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or

(b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or

(c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/ stores at the risk and cost of the defaulting supplier and also,

(d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.

(e) To forfeit the security deposit fully or in part.

(f) Whenever under this contract any sum of money is recoverable from and paid

vable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time there after may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance.

The supplier shall not be entitled to any gain on any such purchase.

For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

## **18.Provisions of CIL's Purchase Manual**

The provisions of CIL's Purchase Manual and its subsequent amendments (Available on CIL's website, [www.coalindia.in](http://www.coalindia.in)) shall also be applicable, if not specified otherwise in this Bid document.

## **19.Paying Authority: Sr. Officer (F),NCW**

## **20.Risk Purchase**

**a)** In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, ECL shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. The cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the ECL and/or in any other Subsidiary Companies / CIL.

**b)** Risk purchase action may be initiated as a last resort, under any of the following conditions:

- (i) When the supplier fails to deliver the materials even after extending the delivery period.
- (ii) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
- (iii) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

21. **Identification marking:** Manufacturer's identification mark (Description/ Part No./SI.No/Make) should be embossed or engraved or punched on each and every item as practicable and wherever possible in non-wearable and visible places of the materials supplied. Apart from this a tag may be attached



hed to each part /item giving identification mark, part no, description, year and month of manufacturing etc. However, for high precision items, where embossing/engraving/punching is not possible, it shall be packed separately and packing cover /box/case shall be tagged with the identification mark or identification mark be put up by metal marker.

22. **Proven-ness Criteria:**

The tendered item shall be considered proven provided the tendered/ similar item(s) of same/ similar / higher specifications/ ratings/ versions, etc. have been supplied during the last 5 years from the date of tender opening against orders of CIL and its subsidiaries, other PSUs, Government Departments and listed Private Organizations and their performance has been found satisfactory.

**Satisfactory performance:**

When the supplied item has performed satisfactorily for a period of minimum one year from the date of commissioning, then performance of the item will be considered satisfactory.

**Documents to be submitted for provenness: -**

- i. Self-Certified Copy of past supply order in respect of tendered items received during last five years to CIL and its subsidiaries, other PSUs/ Government organization, listed private organization.
- ii. Self-certified copy of Proof of supply made against the supply order submitted such as self-certified copy of delivery challan/invoice/e-way bill etc.

23. **Eligibility Criteria:**

Manufacturer having MSE registration certificate clearly mentioning then Major Activity/Type of Enterprise as well as NIC Codes related to tendered items. Other than MSE bidders are to be upload Manufacturing Licence/Factory license/Complete photocopy of registration with NSIC/SSI/DIC/Registrar of Companies/ISO Certificates etc. clearly mentioning the tendered items in it. Also MSE bidders required to submit the Manufacturing Licence/Factory license/Complete photocopy of registration with NSIC/SSI/DIC/Registrar of Companies/ISO Certificates etc. clearly mentioning the tendered items in it (if needed). The bid will be straightway rejected if any deviation in this regard (No any clarification will be asked in this regard).

Authorised Dealers/Distributors/ Agents must upload a tender specific manufacturer's authorization document for the quoted item(s). The Make & Model of the manufacturer for the quoted item shall be mentioned in the authorization document & it should be valid till the completion of the contract. Dealers shall also have to upload MSE registration certificate of the manufacturer clearly mentioning the Major Activity/Type of Enterprise as well as NIC codes related to tendered items in the certificate. Also Manufacturing Licence/Factory license/Complete photocopy of registration with NSIC/SSI/DIC/Registrar of Companies/ISO Certificates etc. clearly mentioning the tendered items in it (If needed). The bid will be straightway rejected if any deviation in this regard (No any clarification will be asked in this regard).

24. In all tenders i.e., with or without reverse auction, if the lowest price received after price bid opening with or without reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, LPP etc., the management reserves right to seek justification of the price from the lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
25. Except as provided under Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon pursuant to relevant clause without the application of liquidated damages. To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value.
26. Jurisdiction: Any dispute arising out shall come under the sole jurisdiction of Asansol Court (West Bengal).
27. Prior experience and prior turnover criteria are not applicable for start up & MSEs in respect of the following situations and no further document regarding provenness will be required to be submitted by this category of the bidders.
- a) If bidders have submitted documents to prove the start up/ MSE status for the tendered item without certificate towards quality, assurance & capability from some authority like MSME, NSIC etc, the tender inviting authority, if required may assess the techno commercial capability of vendors to manufacture & deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, "A Performance for equipment & quality control" ( **Annexure-D**) has been enclosed in the tender documents & such MSEs/Start ups should submit the details of plant & machinery, quality control arrangements. etc in the above Performance along with their bids for verification of their technical capability.
- b) If favourable technical capability report obtained earlier on such firms for supply of the item in question as per the required specification available, these may be considered, provided date of such report is not more than one year from date of opening of bids. In case there is deficiency in technical capacity of the firm, the same shall be communicated to them by the tender inviting authority for improvement in the quality of their products in future tenders, clearly indicating that their offer can not be considered for relaxation against the tender in question and to avoid any future co

mplications. The issues relating to technical capability may be decided by the TIA.

**Note:** - ECL may prefer the vendors to have prior experience rather than giving orders to new entities for procurement of items related to public safety, health, critical security operations and equipment, etc. in line with clarification given by Department of Expenditure, MoF vide OM No. F.20/2/2014/PPD-(Pt) dated 20.09. 2016.

**28. Bidders are advised upload the following documents as per prescribed format.**

**1) ANNEXURE A - Technical Parameter Sheet Bidders should accept the given points & submit during bidding after signing by authorized person with company's seal. (Mandatory)**

**2) ANNEXURE B- Letter of Bid to be submitted by the bidder as per prescribed format in company's letter head after signing by authorized person with company's seal (Mandatory)**

**3) ANNEXURE C- If bidder is not the manufacturer then this to be submitted by the manufacturer in company's letter head signing by authorized person with company's seal. (Mandatory)**

**4) ANNEXURE D- PROFORMA FOR EQUIPMENT AND QUALITY CONTROL (To be submitted if asked)**

**29. EMD & SD to be submitted as per NIT.**

**30. Clarification of Bids/ Shortfall/ Confirmatory Documents : only one chance - of 7x24 hours duration.**

**31. General Terms & Conditions on GeM 4.0 (Version 1.14) or latest is also the integral part of this bid.**

**32. In case any support is required, the undersigned officers may be contacted.**

1. Ajay Kumar, Dy. Manager(E&M), NCW, Contact No.-9434795260

2. Champak Dutta, Manager(E&M), NCW, Contact no.-9434797099

**The offer of the bidder is liable to reject without any further communication if fai**

**led to fulfill any of the above mentioned terms & conditions.**

## **Disclaimer/अस्वीकरण**

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

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा

जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**