

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-06-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-06-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Coal
Department Name/विभाग का नाम	Coal India Limited
Organisation Name/संगठन का नाम	Eastern Coalfields Limited
Office Name/कार्यालय का नाम	West Bengal
Total Quantity/कुल मात्रा	13
Item Category/मद केटेगरी	Dozer Spare 1 , Dozer Spare 2 , Dozer Spare 3 , Dozer Spare 4 , Dozer Spare 5
BOQ Title/बीओक्यू शीर्षक	Procurement of Dozer Spares
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Dozer Spare 3

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	608228.64
Payment Timelines	Payments shall be made to the Seller within 21 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)
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	2634
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	1346
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	5654
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	1198
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	1334

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).	3

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

Manager Excv

West Bengal, COAL INDIA LIMITED, EASTERN COALFIELDS LIMITED, Ministry of Coal

(Sandip Kumar Pandey)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

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

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

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

3. Preference to Make In India products (For bids < 200 Crore): 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	131688	Dozer Spare 1	4
Schedule 2	67278.88	Dozer Spare 2	4
Schedule 3	282683.16	Dozer Spare 3	2
Schedule 4	59882.64	Dozer Spare 4	1
Schedule 5	66695.96	Dozer Spare 5	2

Dozer Spare 1

(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	View File
BOQ Detail Document	View File

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	Chiranjit Mondal	713346,Pandaveswar Area, PO. Pandaveswar, Paschim Burdwan, WB	4	30

Dozer Spare 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	View File
BOQ Detail Document	View File

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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	Chiranjit Mondal	713346,Pandaveswar Area, PO. Pandaveswar, Paschim Burdwan, WB	4	30

Dozer Spare 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	View File
BOQ Detail Document	View File

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	Chiranjit Mondal	713346,Pandaveswar Area, PO. Pandaveswar, Paschim Burdwan, WB	2	30

Dozer Spare 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

Specification Document	View File
BOQ Detail Document	View File

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	Chiranjit Mondal	713346,Pandaveswar Area, PO. Pandaveswar, Paschim Burdwan, WB	1	30

Dozer Spare 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

Specification Document	View File
BOQ Detail Document	View File

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	Chiranjit Mondal	713346, Pandaveswar Area, PO. Pandaveswar, Paschim Burdwan, WB	2	30

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

PANDAVESWAR AREA STORE
NEAR DALURBANDH DURGA MANDIR
P.O PANDAVESWAR
DIST - PASCHIM BARDHAMAN-713346
Ph-9046054363

3. 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 %.

4. Generic

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

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

5. 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.

6. Generic

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

7. 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.

8. **Scope of Supply**

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

9. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

Nil

Post Receipt Inspection at consignee site before acceptance of stores:
AE(Excv)/PA

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. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

12. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

ECL, Pandaveswar Area
payable at
Pandaveswar

.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

13. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

ECL, Pandaveswar Area
payable at
Pandaveswar

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

14. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **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.

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

3. **Guarantee/Warranty :**

Guarantee/ warranty period of the supplied products shall be 12 months (twelve) 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 or 18 months from the date of supply against any manufacturing defects/bad workmanship/premature failure. In case of any manufacturing defects/bad workmanship/premature failure the material should be replaced by the supplier at free of cost within 30 days from the date of intimation.

4. **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.

5. **Eligibility Criteria:**

Only Proven Manufacturers or their Authorised Dealers/Distributors/ Agents (whenever manufacturer is not quoting directly as a matter of policy) are eligible to quote. Manufacturers will have to upload a copy of their Manufacturing Licence/Factory license/Complete photocopy of registration with NSIC/SSI/DIC/Registrar of Companies/ISO Certificates etc with list of items attached along with the offer duly self-authenticated with Company's seal.

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 Manufacturing Licence/Factory license/Complete photocopy of registration with NSIC/SSI/DIC/Registrar of Companies/ISO Certificates etc with list of items attached for the manufacturing company.

Photocopy of Valid BIS License/DGMS Approval where ever required for the tendered item to be attached after accepting the criteria provided there, even if it is not specifically mentioned in tendered document.

6. **Fitment guarantee:**

The goods should properly fit in/on/to the machines without any modification / alteration for which the same are intended. **A certificate in this respect should be given along with each supply.** It must also be guaranteed that the offered materials shall be the exact replacement of the existing parts in respect of fitment, safety & quality. If any of the materials supplied either do not fit properly on the machine or it is established that some other parts of the machine have been damaged due to use of the supplied materials, all such parts so damaged as well as the materials supplied shall have to be replaced on free of cost basis within 30 days of getting intimation from the user project or consignee.

7. **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."**

8. **Identification Marking:**

The materials to be supplied must have manufacturer's identification mark engraved/embossed on a non-wearable portion, failing which the material will not be accepted by the consignee. Where embossing / engraving is not possible manufacturer's identification should be either by painting/or by manufacturer's sticker.

9. **Risk Purchase:**

In the event of failure to deliver the materials within the stipulated period Pandaveswar Area, ECL has the right to purchase the materials from other sources with due notice and at the risk and cost of the defaulting supplier.

10. **Delivery:**

Prices shall be inclusive of all taxes and duties on free delivery at site basis including loading and unloading.

11. **Delivery period:**

Within 30 Days of placement of order.

12. 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.

13. 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.

14. 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.

15. 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) shall also be applicable, if not specified otherwise in this Bid document.

16. 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.

17. 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.

18. In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the supplier / vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier / vendor against their bill / invoice or any other dues.

19. Jurisdiction: Any dispute arising out shall come under the sole jurisdiction of Asansol Court (West Bengal).

20. Bidder shall upload the complete bid document (including technical specification sheet, ATC, BOQ etc.) after accepting all the points and signed by authorized person with company's seal.

21. **Supporting Documents** – Important documents like trade license, Pan, GST registration, MSME, MII, proveness/ experience documents & other necessary documents as per this Bid/ NIT should be uploaded, failing which bidder/s will be liable for rejection. **Bidder must attach DGMS approval certificate and other relevant certifications if applicable to the tendered item, even if it is not specifically mentioned in the tender document.**

22. Prior experience and prior turnover criteria are not applicable for start up & MSEs in respect of the following situations and no further document regarding proveness 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, NS IC 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 Performa for equipment & quality control” (**Annexure-A**) 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 Performa 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 cannot be considered for relaxation against the tender in question and to avoid any future complications. The issues relating to technical capability may be decided by the Head of the Technical Department.

- c) If bidders have submitted documents to prove start up / MSE status for the tendered item and whose products are ISI marked/ DGMS approved/ covered under DGS&D rate contracts on them / current holding rate contracts with CIL or its subsidiary for supply of the tendered item / supplied and proven in CIL of in its subsidiary companies / proven product of the ancillary unit of a subsidiary company of CIL , they will be required to submit related documents digitally signed (for documents submitted in e procurement portal)/ self certified (for documents submitted in modes other than e procurement portal), for relaxation –

- Valid BIS marking license for the quoted items

OR

- Rate contract issued by CIL / any other subsidiary for the quoted items on them

OR

- Valid DGMS approval certificate for the quoted items on them

OR

- Proven ancillary certificates issued by subsidiary company for the quoted item on them.

The document(s)/ Certificate(s) furnished by the bidders for ISI marking or DGMS approval for any relaxation should be valid on the date of tender opening and a self certified copy of such documents / certificates valid as on date of supply must accompany their bills.

If the documents are related to OEM or principal, the self certification of OEM or principal shall also be submitted.

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.

23. Paying Authority – Area Finance Manager, Pandaveswar Area ECL.

24. The successful bidder shall also submit following documents alongwith the bill as applicable-

- i. GEM Contract copy
- ii. Challan in triplicate.
- iii. Test certificate
- iv. Guarantee / Warranty Certificates.
- v. Price Fall Certificate
- vi. Price certificate
- vii. Fitment certificate
- viii. E Way Bill
- ix. Any Other document as per NIT

25. Letter of Bid to be submitted by the bidder as per prescribed format in company's letter head after

er signing by authorized person with company's seal (**Annex-B**).

26. Security Deposit:

- i. The successful tenderers will have to submit Security Deposit for the **5% value** of the total landed value of the contract including all taxes, duties and other costs and charges without considering Input Tax Credit .
- ii. The Security Deposit shall be in the form of a **Bank Demand Draft** or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order (**refer Annex-C**)
- iii. The Security Deposit shall be in the same currency (ies) in which contract is to be signed/ issued.
- iv. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 3% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.
- v. The SDBG shall remain valid up to 03 (three) months after completion of supplies and acceptance of materials by the consignee in case of supply contracts / rate / running contracts.
- vi. The Bank guarantee shall be operable at the local branch office (i.e. local branch office of issuing bank shall be located under the jurisdiction of Asansol, West Bengal) of the issuing bank.

Beneficiary bank details:

1	Name of the Bank	State Bank of India
2	Branch Name	Asansol
3	A/C no	11214096153
4	IFSC	SBIN0000011
5	Branch Address	Asansol, DISTRICT-BURDWAN, WB, PIN-713304

In case the bidder chooses to pay EMD/ePBG through Bank Guarantee, then kindly issue that Bank Guarantee to our Advisory Bank ICICI bank, Asansol whose details are mentioned below:

a) SFMS: "The Bank guarantee issued by the Issuing Bank on behalf contractor/supplier in favour of "Eastern Coalfields Ltd" shall be in paper form as well as issued under "Structured Financial Messaging System". The message will be sent to the beneficiary Bank through SFMS in IFN760 COV or IFN767 COV message type. The details of beneficiary for issue of BG under SFMS platform is furnished below:

SMSFIELDNO.	DETAILS	
7035	IFSCCode	ICIC0000291

7036	BeneficiaryBank	ICICIBank Ltd
	Branch	Murgasol,Asansol
	Address	Groundfloor,PlotNo.793,Murgasol, G.T.Road,Asansol-713303
	BankAccountNo.	029105005131
7037	Cust. IDofBeneficiary	ECL554567270
7038	Area/Dept.	ECL Pandaveswar Area
7039	NIT/Workorder/LOINo.	

ICICI Bank has informed that the following characters are allowed in field 7038 & 7039 for BG advising.

abcdefghijklmnopqrstuvwxyz

ABCDEFGHIJKLMNOPQRSTUVWXYZ 0 1 2 3 4
5 6 7 8 9

/ - ? : () . , ' + { }

All SMS fields have to be mandatorily filled up and no field is to be left blank.

The above particulars are to be incorporated by the issuing bank properly for issuing BG under SF MS mode to avoid any problem in future”.

Original Bank guarantee issued by the issuing bank shall be sent by the Issuing bank to concerned Department/Area by Registered Post (AD).

27. **TReDS:**

Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporate. ECL has on boarded TReDS platform through Receivables Exchange of India Ltd (RXIL) (URL - <https://www.rxil.in/Home/Index>). MSE bidders are requested to get registered on TReDS platform for receiving payment through this system. MSE bidders willing to get payment through this system shall upload the Invoices on TReDS platform. The bidder may contact Mrs. Upasana Majumder, BD-ARM, RXIL, Mob: +91 8697212759 (upasana.majumder@rxil.in) for help in registration.

28. The E PBG mentioned in bid document shall be considered as security deposit.

29. The offer document submitted by bidders shall be strictly as per the terms & conditions laid down in the tender document, failing which the offer may be liable for rejection.

15. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई

का आधार होगा।

---Thank You/धन्यवाद---