

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	31-05-2024 21:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	31-05-2024 21:30:00
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	71
Item Category/मद केटेगरी	Inner Gauge, Part No. E15A , Outer Gauge, P. No. E10A , Gasket-a packet contains of 100 Nos., Part No. 35 , Glass Cylinder, Part No. E20 , Glass Seat, Part No. E34 , Double Skinned Shield with Frame, Part No. E1A31A , Fuel Vessel- Oil Pot with Snuffer Tube Device -Extinguisher, Part No. E37A
BOQ Title/बीओक्यू शीर्षक	Spares for JK Dey and Sons make Flame Safety Lamps from OEM
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Inner Gauge, Part No. E15A

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	275172.591
Payment Timelines	Payments shall be made to the Seller within 30 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

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued

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

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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

Evaluation Method (Item Wise Evaluation Method)

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

Evaluation Schedules	Estimated Value	Item/Category	Quantity
Schedule 1	20801.04	Inner Gauge, Part No. E15a	15
Schedule 2	21463.728	Outer Gauge, P. No. E10a	15
Schedule 3	1519.273	Gasket-a Packet Contains Of 100 Nos., Part No. 35	1
Schedule 4	19389.76	Glass Cylinder, Part No. E20	10
Schedule 5	36325.12	Glass Seat, Part No. E34	10
Schedule 6	95427.07	Double Skinned Shield With Frame, Part No. E1a31a	10
Schedule 7	80246.60	Fuel Vessel-oil Pot With Snuffer Tube Device -extinguisher, Part No. E37a	10

Inner Gauge, Part No. E15A

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.

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	Sudipta Maity	713363,Area Office Jhanjhra Area Faridpur Puchim Burdwan WB	15	30

Outer Gauge, P. No. E10A**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.

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	Sudipta Maity	713363,Area Office Jhanjhra Area Faridpur Puchim Burdwan WB	15	30

Gasket-a Packet Contains Of 100 Nos., Part No. 35**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.

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	Sudipta Maity	713363,Area Office Jhanjhra Area Faridpur Puchim Burdwan WB	1	30

Glass Cylinder, Part No. E20**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.

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	Sudipta Maity	713363,Area Office Jhanjhra Area Faridpur Puchim Burdwan WB	10	30

Glass Seat, Part No. E34**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.

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	Sudipta Maity	713363,Area Office Jhanjhra Area Faridpur Puchim Burdwan WB	10	30

Double Skinned Shield With Frame, Part No. E1A31A

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.

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	Sudipta Maity	713363,Area Office Jhanjhra Area Faridpur Puchim Burdwan WB	10	30

Fuel Vessel-Oil Pot With Snuffer Tube Device -Extinguisher, Part No. E37A

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.

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	Sudipta Maity	713363,Area Office Jhanjhra Area Faridpur Puchim Burdwan WB	10	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

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 %.

3. Scope of Supply

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

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**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 1 year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

7. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

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. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

10. **Purchase Preference (Centre)**

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% 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 percentage of 25% of total value.

11. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers

for Service Support.

12. **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:
COMMITTEE FORMED BY COMPETENT AUTHORITY JHANJRA AREA, ECL

13. **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.

14. **Certificates**

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

As mentioned in bid and uploaded ATC

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15. **Warranty**

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

16. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

17. **Warranty**

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

18. **Buyer Added Bid Specific ATC**

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

19. **Buyer Added Bid Specific ATC**

Annexure-1**SCHEDULE OF REQUIREMENT**

Procurement of Spares for M/s. J.K. Dey & Sons make Flame Safety Lamps from O.E.M. or their authorised Agent/Dealers

SL. No.	Item Description	Qty.	Unit	Technical specification
1	Inner Gauge, Part No. E15A	15	No.	1. EI Ø The goods should properly fit in/on/to the existing under operation identical goods without any modification / alteration for which the same are intended. Ø Materials shall be the exact replacement of the existing parts in respect of fitment, safety & quality.
2	Outer Gauge, P. No. E10A	15	No.	
3	Gasket (a packet contains of 100 Nos.), Part No. 35	1	No.	
4	Glass Cylinder, Part No. E20	10	No.	
5	Glass Seat, Part No. E34	10	No.	
6	Double Skinned Shield with Frame, Part No. E1A+31A	10	No.	
7	Fuel Vessel (Oil Pot) with Snuffer Tube Device (Extinguisher), Part No. E37A	10	No.	

Application	These items are required as spare for M/s. J.K. Dey & Sons make Flame Safety Lamps under operation in J.P. Colly. under Jhanjra Area, ECL
Warranty	"Guarantee- 12 months from the date of despatch on all spares of the lamp except the Gasket, Glass, Wick, Inner Gauge, Fuel Vessel, Filament Unit, and all Cleaning Brushes."
Consignee	Store Officer, Jhanjra Area Store, Post: Laudoha, Distt: Paschim Bardhaman (W.B.), PIN - 713363
Delivery Schedule	Total delivery should be completed within 30 days from the date of issue of purchase order. The delivery shall be on free delivery at site and delivery period shall be counted from the date of issue of purchase order.
Note: All the items shall be M/s. J.K. Dey & Sons Make	

Eligibility Criteria: Only M/s. J.K. Dey & Sons (OEM) or their authorised agents/dealer shall be eligible for participation in this bid. In case of authorised agents/dealer are submitting the bid, tender/bid specific Manufacturer's Authorisation Form/Certificate for Indian Agent (*as per enclosed format in Annexure - 3*) required to be uploaded along with the bid. One Manufacturer shall authorise to one agent/dealer only.

- 2. Proven-ness criteria:** The offered item shall be considered proven provided it meets Proven-ness criteria noted below; otherwise the offer shall be liable for rejection. The decision of ECL for considering any firm as proven will be final and binding upon the tenderers. Bidders should upload scanned copies of documents in support of proven-ness criteria. Criteria for the tendered item are given below:

"The offered/tendered items shall be considered proven provided that the tendered item(s) 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 Private Organisations, and their performance has been found satisfactory for procurement of spare parts through Open tender."

As such, only M/s J.K. Dey & Sons (OEM) or their authorized dealer is eligible to quote in the instant tender hence, proven-ness criteria is exempted for M/s J.K. Dey & Sons or their authorized dealer.

In a tender, either Principal Manufacturer (OEM) can quote or its authorized Indian Agent can quote but both are not allowed to participate/quote in the same tender.

3. Identification marking: Manufacturer's identification mark (Description/Part No./Sl.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. The idlers shall be marked with diameter, length, manufacturer's name, initials and/or his recognized trade-mark. Apart from this a tag may be attached 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.

4. Supporting documents: Photocopy of following documents, should be scanned and uploaded with the offer. Invalid certificates shall not be considered for evaluation purpose –

- a) ISO certification series, if any
- b) Manufacturing Licence/Certificate etc. of Principal Manufacturer (OEM) issued by Govt. authority
- c) Technical literature/leaflet/drawing/ graphs/characteristic curves etc. if any.
- d) Complete set of Supply Order Copies of tendered item of same / higher specifications/ ratings/ versions, etc. (*P.O. copy shall not be more than 5 years old at the date of opening of bid*)
- e) Letter of Bid (*as per enclosed format, Annexure – 2 in their company letterhead and should be signed by an authorized person of the company*)
- f) Manufacturer's Authorisation Form/Certificate for Indian Agent (*as per enclosed format, Annexure – 3*)

5. EMD: NIL.

6. Security Deposit:

- a) Security Deposit has to be submitted for the **5%** value of the total landed value of the contract including all taxes, duties and other costs and charges. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- b) In case of failure to deposit the security deposit within 15 (fifteen) days from date of notification of award / placement of order, another opportunity may be given to you for submission of Security Deposit within next 15 days. If still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled. If fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firms risk and cost. Mor

Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by ECL.

- c) In cases, where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of **5%** of the contract value.
- d) Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.
- e) In case contract is terminated on basis of defaulter, ECL shall be entitled to take penal action as mentioned in GeM GTC as well as in CIL Purchase Manual 2020 and their subsequent amendments if any.

Security Deposit can be submitted as GeM standard e-PBG OR in any one of the following manner:

- Ø Successful Bidder can submit the Security Deposit 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 JHANJI RA PROJECT payable at JHANJI RA. 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 of the original DD to the Buyer within 15 days of award of contract.
- Ø Successful Bidder can submit the Security Deposit 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 ECL JHANJI RA PROJECT Account No. 5843214000003 IFSC Code CNRB0005843 Bank Name CANARA BANK Branch address JHANJI RA AREA ECL P.S. FARIDPUR DIST BARDHAMAN PO JHANJI RA WEST BENGAL 713385. Successful Bidder has 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.

7. 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.

8. Payment Terms: i. Payment terms against Dispatch Documents/Proforma Invoice Pre-dispatch inspection will be carried out as per clause 22.7.2 & 22.7.3 of CIL Purchase Manual 2020 as under:

22. 7 Payment against Dispatch Documents

22. 7.1 In case of unavoidable circumstances where source of supply is one or two and that they w

ould not accept order without the condition of payment against dispatch documents through Bank, the same may be considered with the approval of the competent authority explaining the circumstances for the same. In that situation, dispatch documents must accompany bills to be presented through Bank. Dispatch documents mean Railway Receipt and the Transporter's Roadway Bill and the Transporter must be Bank approved. Pre-dispatch Inspection Clause shall have to be stipulated for such payment. The supplier shall have to submit Proforma Invoice or the advance copy of the Bill to the paying authority to facilitate them to take advance action for retiring of documents from the Bank expeditiously. It shall be clearly mentioned in the supply order that no payment shall be made through Bank when supplies are delayed beyond the delivery order stipulated in the supply order without obtaining amendment to the order, prior to presentation of documents through Bank.

22.7.2 Pre-dispatch Inspection may be arranged either by the representatives authorized by the Technical Department or Third Party Inspection can be arranged through an authorized outside agency viz. CMPDIL and RITES etc. as shall be decided by the Subsidiary Companies.

22.8 e-Payment

e-Banking and e-payments are now used by various banks by adopting Electronic Clearing System (ECS) and Electronic Fund Transfer (NEFT / RTGS) procedure. Payments to suppliers may be made through such mechanism where such facilities are available. As per RBI guidelines, ECS mandate in RBI's format may be obtained at the time of registration of suppliers and in the bid document. The Format is available with all Banks. An alert is required to be sent to vendors on their e-mail id and mobile no., giving details of invoice against which the payment has been made."

ii. The Seller will send a proforma Invoice (PI) for the items for which orders have been placed and ready for delivery in advance enabling the Purchase to arrange preparation of payment (cheque) and collection of the parts. The Purchaser will make 100% payment of the price of items including taxes and other levies as legally applicable to the Seller at the depot by account payee cheque at the time of delivery. The purchaser will inspect the items; ensure correctness of the quantity and quality of the item along with relevant challans / bills, offered before taking delivery. The cheque for payment will be handed over only after receipt of material.

iii. The validity of any PI shall be a maximum for three months. In case the items are not drawn within this period, the PI will automatically get cancelled and fresh PI has to be obtained by Purchaser.

- 9. 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 curr

ency 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.**

NOTE: Bidders are required to indicate the percentage of the price element i.e. Packing & Forwarding charges %, Freight Charges %, GST % included in their quoted landed price, without indicating the price.

Parties failing to fulfil any condition mentioned above, their respective offer will be liable for rejection without any communication further.

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---