

बिड दस्तावेज़ / Bid Document

| बिड विवरण / Bid Details | |
|--|---|
| बिड बंद होने की तारीख/समय / Bid End Date/Time | 04-06-2026 09:00:00 |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time | 04-06-2026 09:30:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date) | 120 (Days) |
| मंत्रालय/राज्य का नाम / Ministry/State Name | Ministry Of Coal |
| विभाग का नाम / Department Name | Coal India Limited |
| संगठन का नाम / Organisation Name | Eastern Coalfields Limited |
| कार्यालय का नाम / Office Name | West Bengal |
| कुल मात्रा / Total Quantity | 500 |
| वस्तु श्रेणी / Item Category | duct semi rgd flxbl 600mm X 15m |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS | duct semi rgd flxbl 600mm X 15m |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | Parallel Bar - Outdoor Gym Equipment, Signal/ Triad Cable, rubber bands, Mechanically Woven, Double - Twisted, Hexagonal Wire Mesh Gabions, Revet Mattresses and Rock Fall Netting as per IS 16014, M.S Stopper for Traffic Control (Portable Barrier), Equipment Camouflage Nets (Jute) as per Defence Specification, Bunk Beds conforming to IS 17636, Polyurethane Tube (V2), Multipurpose or General Test Tubes (V2) as per IS 2618, Self Adhesive Flags (V3) |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | <ul style="list-style-type: none"> Polyurethane Tube (V2) |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service | 3 Year (s) |
| वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience | Yes Complete |
| वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience | Yes Complete |

| बिड विवरण/Bid Details | |
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| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | Experience Criteria,Past Performance,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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 |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | No |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension | 3 |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 7 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 1 |
| विगत प्रदर्शन /Past Performance | 30 % |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | No |
| क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer | Yes |
| बिड का प्रकार/Type of Bid | Two Packet Bid |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 7 Days |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| 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) |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |

ईएमडी विवरण/EMD Detail

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|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount | 13747 |

ईपीबीजी विवरण /ePBG Detail

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|-------------------|----|
| आवश्यकता/Required | No |
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।/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.

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

लाभार्थी /Beneficiary :

Area Finance Manager
West Bengal, COAL INDIA LIMITED, EASTERN COALFIELDS LIMITED, Ministry of Coal
(Santosh Kumar Das)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

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| एमआईआई खरीद वरीयता / MII Purchase Preference | Yes |
| मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X% | 20 |
| मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference | 50 |
| सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time) | Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time) |

एमएसई खरीद वरीयता/MSE Purchase Preference

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|---|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
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|--|----|
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X% | 15 |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference | 25 |

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC 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.
4. 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.
5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

Duct Semi Rgd Flxbl 600mm X 15m (500 meter)

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

तकनीकी विशिष्टियाँ /Technical Specifications

| | |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | Download |
|---|--------------------------|

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

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

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

| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|---|--|------------------|---------------------------------|
| 1 | Arnab Kumar Pahari | 713363,Office of GM, Bankolka Area PO Ukhra Paschim Burdwan WB | 500 | 30 |

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

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 up to 25% of the contracted quantity during the currency of the contract at

the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

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. **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.

4. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

5. **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.

6. **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.

7. **Scope of Supply**

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

8. **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.

9. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

10. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

11. **Service & Support**

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

12. **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.

13. **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.

14. **Forms of EMD and PBG**

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

EASTERN COALFIELDS LIMITED AREA VI
payable at
ASANSOL

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.

15. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1) Bidder shall **upload** the following documents along with their bid for vendor code creation (if vendor code is not yet allotted in CIL): a) Copy of PAN Card, b) Copy of GSTIN, c) Copy of Cancelled cheque, d) Copy of NEFT mandate duly certified by Bank.

2) Nominated Inspection Agency: On behalf of the Buyer Organisation any one of the following Inspection Agency would be conducting inspection of store before acceptance. i) Area Engineer (E&M) Bankola Area or his authorized representative ii) Colliery Engineer (E&M), iii) Area Safety Officer, Bankola Area or his representative, iv) Colliery Safety Officer, v) Colliery Manager, vi) Area Engineer (E&T), Bankola Area, vii) Area Engineer (Civil), Bankola Area, viii) Area Medical Officer Bankola Area

3) Guarantee/Warranty: Warranty period of the supplied product shall be one year from the date of final acceptance of goods at consignee location. The replacement under warranty clause shall be made by the seller free of all charges at site including freight, insurance and other incidental charges. During the warranty period, the seller shall remain responsible to arrange free replacement within 30 days of information and for setting right at his own cost any equipment stalled by him which is of defective manufacture or design or becomes unworkable due to any cause what so ever. The decision of the Buyers representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the supplier.

4) Delivery Instruction: Prices shall be inclusive of all taxes and duties on free delivery at site basis including loading and unloading. It is mandatory to send copy of Purchase Order along with consignment. Materials must be delivered to Consignee's Store i.e. Bankola Area Store, P.O.Ukhra, Dist: Paschim Bardhaman (WB), PIN: 713363

5) Delivery Period: Within 30 Days of placement of order. **The buyer reserves the right to extension of delivery period as per requirement of the indenting Jn**

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) Experience Certificate: **Uploading** of Purchase Orders & Receipted Challan/Tax Invoice (Not more than 3 years Old) for proof of Past supply is mandatory.

8) Eligibility Criteria: Only Proven Manufacturers or their Authorised Dealers/Distributors/ Agents (whenever manufacturer is not quoting directly as a matter of policy) or Previous Suppliers (of Govt Departments or PSUs including CIL or its Subsidiaries) are eligible to quote. Manufacturers will have to **upload** a copy of their Manufacturing Licence/Certificate/Complete photocopy of registration with NSIC/SSI/DIC/Registrar of

Companies/ISO Certificates etc. with list of items to be attached along with the offer duly self authenticated with Company's seal. Authorised Dealers/Distributors/ Agents will **upload** tender specific authorization from the Manufacturer to quote against the tender with copy of Principal's Manufacturing Licence/Certificate/Complete photocopy of registration with NSIC/SSI/DIC/Registrar of Companies/ISO Certificates etc with list of items duly self-authenticated with Company Seal. Photocopy of Valid BIS License/DGMS Approval where ever required, with the list of items to be attached.

9) Provenness Criteria:

a) The Consumable Goods / Consumables shall be considered proven provided the tendered / similar item(s) of same / higher specification/ ratings / versions, etc. have been supplied during the last 3 years from the date of tender opening against orders of CIL and its subsidiaries, other PSUs, Government Departments or at least 30% of tender quantity and their performance has been found satisfactory.

OR

b) In case of procurement of Spare Parts through Open tenders, the offered Spare Parts shall be considered proven provided that the tendered item(s) have been supplied during the last 3 years from the date of tender opening, against orders of CIL and its subsidiaries, other PSUs, Government Departments, for at least 30% of tendered quantity and their performance has been found satisfactory.

Note:1) Performance:

a) The bidder should enclose the CRAC (Consignee Receipt and Acceptance Certificate) in case of contract orders received from GeM Portal submitted against provenness criteria. Accepted copies of the tax Invoice should be enclosed in case of purchase/supply orders received other than GeM Portal submitted against provenness criteria.

b) In absence of performance certificate, the bidder is required to submit a Self-Certificate in the following format, along with Proof of Payment against the Purchase Order(s).

"The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending".

In case, any specific Purchase Order(s) has/ have not been fully executed and any complaint/ claim is pending, then details of such cases to be categorically mentioned with the reasons thereof so that decision making

is in clear perspective without any hidden facts in the subject matter. The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility and appropriate action will be taken by CIL/Subsidiary Company if it is subsequently found to be misleading/ false/ forged.

However, the Purchaser reserves the right to obtain the performance directly from the end user of the item/product.

10) Indigenous (Local) Manufacturers/ Foreign Manufacturers: If the manufacturer does not quote directly to any organizations in India as a matter of its corporate policy (except in situations like OEM/OES/OPM, supplies of spares and consumables bundles with supply of equipment, supplies to consumers not covered by dealer network due to geographical/ logistic constraints), the manufacturer can authorize its Indian Agent through the tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization.

The manufacturer is also required to submit a certificate that it is not quoting directly against the tenders of any organization in India (excepting the situation mentioned above, if applicable) as a matter of its corporate policy and if, subsequently, at any stage, it is found that it has quoted directly to any organization in India excepting the situation mentioned above, it shall be liable for penal action as per provision of **CIL Purchase Manual 2020 and its subsequent amendments and guidelines**, if the jurisdiction provided by the bidder has not been considered adequate and satisfactory by the procuring entity.

Purchase preference to MII is applicable as per Government of India guidelines as applicable from time to time. Exemption under MII is applicable as per Order No. - P-45021/2/2017-PP (BE-II)-Part (4) Vol. II Dt. 19.07.2024 or its latest amendment issued by DPIIT, Ministry of commerce and Industry, Government of India.

11) One manufacturer can authorize only one agent: One manufacturer can authorize only one agent. The manufacturer can authorize its agent through the tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization.

In case where one manufacturer provides authorization to multiple agents against one tender, in such case the manufacturer may provide self-declaration clarifying that the product is commercially available off-the-shelf and general authorization/ dealership / distributorship certificate is considered in place of tender specific authorization. Failing which all the bidders authorized by the manufacturer are liable for rejection without any communication further. The relaxation against 'One manufacture can authorize one agent' is applicable in case of system integrators for products/ solutions involving hardware, software and their integration solutions of a number of manufacturers/ vendors.

12) **Vendor Assessment in GeM:** The Vendor who wish to claim preference against manufacturer of the bid materials, need to upload relevant documents to prove that they have been registered as manufacturer for bid relevant materials through vendor assessment in GeM.

13) **Price Fall Clause:**

If the contract holder reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract be amended accordingly.

In case of parallel Rate / Running Contracts, if the price of a product is reduced for any supplier due to invocation of 'Price Fall clause' or any other reason, the same lower price shall also be applicable for the other suppliers who are having parallel RCs against the same tender. If any parallel RC holder does not accept the lower price, CIL shall have the right to delete the item from the scope of RC of such firm and procure the same from other existing supplier / Reserve RC holders.

The provisions of price fall clause will however not apply to the following:

- i) Export/Deemed Export by the supplier;
- ii) Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii) Sale of goods such as drugs, which have expiry date;
- iv) Sale of goods or services at lower price
 - a) on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts
 - b) Under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

Note:

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 latest purchase order (bidder may opt to mask the price portion and shall submit an undertaking that priced copy will be submitted on being L1 after opening of Price Bid / Reverse Auction) 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, along with the offer.

In case the bidder has not received any purchase order for the tendered / similar item(s) from any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU, they need to submit a self-certificate as under:

"It is hereby certified that, We..... (Name of the Firm), have not received any order for the tendered / similar item(s) from any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU."

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 during the currency of the contract.

d. The supplier shall submit a certificate along with the bill(s) as under:-

"I/We certify that there has been no reduction in the sale price of the offered / supplied goods under this contract or similar item(s) and such goods have not been offered/sold by me/ us to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU, as the case may be, during the currency of the contract at a price lower than the price charged under the contract."

Note: The Price Fall Clause is relaxed for purchase value below Rs. 2.00 lakh. [Annexure V is mandatory for participating in bid value of above 2.00 lakhs. Provisions of price fall clause shall not apply to cases as indicated above.](#)

14) The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

15) EMD: Earnest Money Deposit (EMD): The tenderers will have to submit EMD for the 2% of the estimated value including all taxes, duties and other costs and charges along with their bids. The same shall be submitted within time as per GTC of GeM.

In case of item wise evaluation of Bid, the EMD value will be proportionally distributed as per the estimate value of the Schedules and in line with the provision available in GeM Portal.

The bidder claiming exemption in case of Open Tender from paying EMD must submit undertaking as per Annexure III. Exemption is applicable as per GTC of GeM and provisions of CIL Purchase Manual and other circular/guidelines/order as applicable from time to time.

EMD is exempted for bidders who are :

(a) Registered with CIL / Subsidiary Company, Ancillary units of subsidiary company, NSIC, MSEs as defined in clause-2.8.2.1, Startups and Central/ State Government Organizations/ PSUs irrespective of the stores for which they are registered.

(b) In case of Single Tender Enquiry - both with PAC and without PAC are exempted.

(c) OEM/ OES participating in Open/Limited tenders for procurement of Spare Parts for their equipment are also exempted.

(d) EMD is not applicable for bid with estimated bid values upto 5 Lakhs.

(e) Submission of EMD is exempted in case of Trial / Developmental Tenders.

16) Security Deposit: The successful tenderers will have to submit Security Deposit/SDBG 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. The Same shall be submitted within time as per GTC of GeM. Security Deposit is exempted for bid with estimated bid values upto 5 Lakhs. Security Deposit will be released within 30 days after completion of supplies and acceptance of materials by the consignee. All Central/State Government Organisation/PSU shall be exempted from submission of SD.OEM/OES shall also be exempted from submission of SD in case of procurement of spares parts for equipment against Single Tender Enquiry/Open/Limited Tenders. In case of consumable spares if e-PBG as per GeM is applicable, No SD/SDBG shall be applicable. The SDBG shall remain valid up to three months after completion of supplies and acceptance of materials by consignee.

In case of item wise evaluation of Bid, the SD value will be proportionally distributed as per the contract value for bid with estimate value above 5 Lakhs.

17) Payment Terms: Payments shall be made to the seller within 21 days of issue of Consignee Receipt-cum- Acceptance Certificate (CRAC) and online submission of bills (This is in suppression of 10 days timeline as provided in clause 12 of GeM GTC).

18) Risk Purchase: - In the event of failure to deliver the materials within the stipulated period Bankola 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.

19) 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 as per Annexure VI is not given, the bid will be rejected as non-responsive.

20) The bidder is solely responsible for the legality/authenticity of all the information(s) and document(s) provided from time to time during the tendering process upto the end of material Guaranty and Warranty period, if awarded contract.

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

22) Relaxing Prior experience and turnover criteria for start-ups and MSEs

As per Policy Circular No.1(2)(1)/2016-MA dated 10.03.2016 of MoMSME, it has been clarified that all Central Ministries/ Departments/ Central Public Sector Undertakings may relax the condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications, i.e. these MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications. Further, as per Department of Expenditure, Ministry of Finance OM No. F.20/2/2014/PPD-(Pt) dated 25.07.2016 circulated vide note F. No. 24/2/2013/Fin-1 dated 02.08.2016, relaxation of the condition of prior turnover and prior experience in public procurement has been extended to all Startups (whether MSE or not) subject to meeting of quality and technical specifications in accordance with the relevant provisions [Rule 173(i)(b) of GFR, 2017].

However, if the bidders in their offer have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the TIA, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, such MSEs/ Startups should submit the details of plant & machinery, quality control arrangements, location of manufacturing works/ factory, etc., along with their bids for verification of their technical capability in the desired format in Annexure-1. After opening of bids, the verification of technical capability may be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the

time of evaluation/ processing of offers.

It should be ensured that the designated technical authority from whom the technical capability report is being called, is furnished with copy of the enquiry, the details of equipment, quality control, man-power availability, compliance/ deviation statements and any other relevant particulars related to manufacturing/supply of the item as furnished by the firm(s) along with their tender.

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of tenders.

In case there is deficiency in technical capability of the firm, the same is to be communicated to them by TIA for improvement in the quality of their product for future tenders and clearly indicate that their offer cannot be considered for relaxation against the tender in question in order to avoid any future complications. The issues relating to technical capability may be decided by the Head of the Technical Department.

If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided date of such reports are not more than one year from the date of opening of bids.

If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, duly notarized, for relaxation from the criteria of prior experience and prior turnover:

- a valid BIS Marking License for the quoted items

or

- Rate contract issued by CIL/its Subsidiary Companies for the quoted items

or

- a valid DGMS Approval certificate for the quoted items

or

- Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.

The document(s)/certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a copy of such document(s)/certificate(s) valid on the date of supply, duly notarized, must accompany their bill(s).

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. inline with clarification given by Department of Expenditure, MoF vide OM No. F.20/2/2014/PPD-(Pt) dated 20.09.2016.

Note: Public Procurement Policy is meant for procurement of only goods produced and services rendered by MSEs. However, trader/distributors/supplier agent/works contract are excluded from the purview of Purview of Public Procurement Policy for MSEs. Order, 2012 as per office memorandum vide F.No.1(3)/2018-MA, Part-III dated 25.03.2022 regarding FAQs in respect of Public Procurement Policy for MSEs Order, 2012-reg.

23) In case any bidder is seeking exemption from Experience/Turnover Criteria, the supporting documents to prove his eligibility must be uploaded for evaluation by buyer

Following documents are mandatory for claiming Exemption from Experience in case of Open Tender.

- MSE Udyam Certificate/ Startup Certificate/ NISC Certificate/GeM Vendor Assessment Report etc
- Completely filled Annexure I
- Completely filled Annexure IA

Completely filled Annexure II

24) TReDS: Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporates. ECL has on boarded TReDS platform thro' Receivables Exchange of India Ltd (RXIL) (URL - <https://www.rxil.in/Home/Index>). MSE bidders willing to get payment thro' this system may get registered on TReDS platform and confirm in offer and the same would be mentioned in the purchase order. The bidder may contact Mr. Mainak Mandal, AVP, Business Development, RXIL, Mob: +91 9475622182 (email-mainak.mandal@rxil.in) for help in registration.

25) Provision of CIL's Purchase Manual: The provisions of CIL's Purchase Manual and its amendments (available on CIL's website: www.coalindia.in) shall also be applicable if not specified otherwise in the Bid document.

26) Provision of General Terms and Conditions on GeM: The provisions of General Terms and Conditions on GeM (available on GeM Portal) shall also be applicable if not specified otherwise in the Bid document.

16. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/

additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

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।/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.

---धन्यवाद/Thank You---