

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	04-06-2026 13:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	04-06-2026 13:30:00
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	15
वस्तु श्रेणी / Item Category	Locker cabinet for mobile phone storage
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Locker Cabinet for Mobile Phone Storage
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Mobile Digital Locker Cabinet, Software Based Solution for Mobile Phone Forensic and Photo Recognizer, Solution for conducting CHIP level analysis of mobile phones, Steel Almirah / Cabinets (V4), Pressure Calibrator, Handset Charging Adapter
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Metal Storage Cabinet
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Past Performance, Certificate (Requested in ATC) *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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	10 %
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	3 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

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	10620

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	2

(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 MM

EASTERN COALFIELDS LIMITED, West Bengal, COAL INDIA LIMITED, Ministry of Coal
(Area Mm, Kunustoria Area)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

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

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. 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.

2. 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.

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.

4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or

similar Category Products for 10% 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.

Locker Cabinet For Mobile Phone Storage (15 set)

(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
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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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Patel Hiteshkumar Amratlal	713362,Office of GM, Kunustoria Area Topsi Puschim Bardhaman	15	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**

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

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

4. **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.

5. **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.

6. **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):

Not Applicable

Post Receipt Inspection at consignee site before acceptance of stores:
ASO or his authorized representative or as deputed by GM, Kunustoria Area.

7. **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.

8. **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 3 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.

9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

(A). The offered items shall be considered proven provided it meet the Technical Proven-ness criteria noted below, otherwise the offer shall be liable for rejection. ECL's decision to consider any firm as proven will be final and binding upon the tenderers.

Proven-ness Criteria:

Credential of Same, Similar and Higher Specification items supplied within 5 years from the date of Tender opening (Along with PO copy & copy of invoice/challan for supplies made to ECL/CIL or its subsidiaries/Other PSUs/Government organizations), and these items have performed satisfactorily.

Documents to be submitted:-

i. Self-certified copy of past supply order in respect of tendered items received during last five years to ECL/ CIL or its subsidiaries/ Other PSUs/ Government organizations.

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.

iii. Performance Certificate:- Satisfactory Performance report against the supply order submitted as per clause (i) above and in manner as indicated below.

iii(a). In case copy of supply order submitted is of ECL, Kunustoria Area then bidder need not to submit satisfactory performance report, HOD (Technical) shall certify whether performance was satisfactory.

iii(b). In case copy of supply order submitted is/are of other Areas of ECL/ CIL or its subsidiaries/ Other PSUs/ Government organizations then bidder should submit satisfactory performance report from the concerned Area/Subsidiaries/CIL/Other PSUs/Government Organization

OR, The Bidder is an RC holder of Rate Contract as issued by CIL/ CIL Subsidiary Companies for the tendered items within last 05 years.

OR, The bidder is OEM/OPM or having Authorization from OEM/OPM to participate in the BID /Tender for their quoted/offered make/ brand.

NOTE: OEM - Means, Original Equipment Manufacturer, OPM means Original Parts Manufacturer of the Equipment.

(B). Guarantee/Warranty: The materials shall be guaranteed for a period of 12 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 materials should be replaced by the supplier at free of cost within 30 days from the date of intimation.

(C). Declaration:- The bidder has to give declaration that they have not been banned or de-listed by any Govt. Or quasi Govt. Agencies or Public sector Undertakings. This fact must

be clearly stated.

(D). 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 the offer and also 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.

(E). 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 shall have to submit a copy of the last (latest) purchase order for the tendered/similar item(s) received by them from any Organization/Ministry/Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.

c. It shall be responsibility of the supplier to inform the purchaser of offer to supply/supply of the ordered / similar item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.

d. The successful supplier shall submit a certificate along with the bill(s) that "it has not offered to supply/supplied the ordered/similar item(s) at a lower rate to any Organization/Ministry /Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization." This certificate shall also be submitted with the offer.

(F). E.C.L reserves the right to accept or reject any or the entire offer, extend tender opening, modify tender document or cancel the tender at any stage of BID/tender without assigning any reason. The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer may be liable for rejection.

(G). Identification marking: The materials to be supplied must have manufacturer's identification mark engraved/embossed on non-wearable portion failing which the Consignee will not accept the material. Where embossing/engraving is not possible manufacturer's identification should be either by painting or by manufacturer's sticker. The tenderers should accept this clause and mention in their offer.

(H). Bidders have to mention GST (in percentage) they have applied on their quoted item (i.e. % age of GST which is inclusive on their total quoted price) along with HSN code. To be uploaded in their techno-commercial offer.

(I). Earnest Money Deposit (EMD): Bidders can also submit the EMD with Payment online through RTGS/internet banking in Beneficiary name:

Beneficiary Name: EASTERN COALFIELDS LIMITED, AREA IV,

Account Number: 10934766082,

IFSC Code: SBIN0000231,

Bank Name: State Bank of India,

Branch Address: 47, Netaji Subhas Bose Road, P.O. Raniganj, Dist. Burdwan, West Bengal 713347.

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

(J). Performance Bank Guarantee:

The Performance Bank Guarantee (PBG) shall be submitted to the Office of The Material Manager, Kunustoria Area. The terms and conditions of the PBG is as under,

i. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% 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 Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.

iii. The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed.

iv. The PBG (s) shall remain valid till 3 months after the completion of warranty period.

v. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice of the particular goods/equipment(s).

vi. The release of the Performance Bank guarantee after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfilment of contractual obligations failing which, action for further

extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released with the approval of General Manager, Kunustoria Area after expiry of validity period if no claim certificate is received and the contractor indicating that there is no claim pending and that there is no dispute pending respectively.

vii. The PBG will be submitted through Structured Financial Management System (SFMS).

viii. In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

ix. Submission of PBG:

(a) Beneficiary bank details: The bank details of ECL is given below,

1	Name of Bank	STATE BANK OF INDIA
2	Branch name & Code	ASANSOL, Code-11
3	IFS code of the bank	SBIN0000011
4	Branch address	BIJOY PAL SARANI, ASANSOL, DISTRICT-BURDWAN, WB, PIN-713304

(b) 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:

SMS FIELD NO.	DETAILS	
7035	IFSC Code	ICIC0000291
7036	Beneficiary Bank	ICICI Bank Ltd
	Branch	Murgasol, Asansol
	Address	Ground Floor, Plot No.793, Murgasol, G. T. Road, Asansol- 713303
	Bank Account No.	029105005131
7037	Cust. ID of Beneficiary	ECL554567270
7038	Area/Dept.	ECL HQ
7039	NIT/Work order/LOI No.	

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

a b c d e f g h i j k l m n o p q r s t u v w x y z
A B C D E F G H I K L M N O P Q R S T U V W X Y Z
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 SFMS 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).

(K). 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. The format of Bank Guarantee is as mentioned below.

- ii. The Security Deposit shall be deposited through RTGS / NEFT / IMPS / e-BG / other digital modes 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.
- iii. The Security Deposit shall be in the same currency(ies) in which contract is to be signed / issued.
- iv. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer 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 the Supplier 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 firm's risk and cost. 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 CIL.
- v. 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, 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.
- vi. Security Deposit will be released with the approval of HOD of MM Department/Area GM within 30 days after completion of supplies and acceptance of material by the consignee.
- vii. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.
- viii. Submission of Security Deposit is exempted for the contracts having value up to Rs.5 lakhs.
- ix. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of Notification of Award / placement of Order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within the extended security deposit submission period i.e. within 30 days from date of Notification of Award/placement of Order, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled. In cases where the supplier does not submit the Security Deposit (SD) in time, the SD amount will 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.
- x. The SDBG will be submitted Through Structured Financial Management System (SFMS).

Security Deposit Bank Guarantee (SDBG) Format

..... (Name & address of the Purchaser Company)

Re: Bank Guarantee in respect of Notification of Award / Purchase Order vide no. Dated between (Name of Purchaser Company) and (Name of Supplier Company)

Messers a Company / Firm having its office at No. (hereinafter called 'the Contractor') has received the Notification of Award / Purchase Order vide no.dated..... (hereinafter call

ed 'the said Agreement') with(Name of the Purchaser Company) (hereinafter called 'the Company') to supply..... stores/materials amounting to Rs.on the terms and conditions contained in the said Notification of Award / Purchase Order.

The..... (Name of the Bank) (hereinafter called 'the Bank') having its office at. has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We.....(Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor. Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim. We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said Agreement which is likely to be the day of..... but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the said sum of Rs.....as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... are fully satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time for performance of the said Agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the..... day of 20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and..... [(Name of the person(s)] who have signed it on behalf of the Bank has authority to do so.

Dated this.....day of20.....

Place.....

Signature of the authorized person (s)

For and on behalf of the Bank.

Submission of SDBG:

All bank guarantees shall be submitted in SFMS platform. The details required for the purpose is as under,

(a) **Beneficiary bank details:** The bank details of ECL is given below,

1	Name of Bank	STATE BANK OF INDIA
2	Branch name & Code	ASANSOL, Code-11
3	IFS code of the bank	SBIN0000011
4	Branch address	BIJOY PAL SARANI, ASANSOL, DISTRICT-BURDWAN, WB, PIN-713304

(b) 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: -

SMS FIELD NO.	DETAILS	
7035	IFSC Code	ICIC0000291
7036	Beneficiary Bank	ICICI Bank Ltd
	Branch	Murgasol, Asansol
	Address	Ground Floor, Plot No.793, Murgasol, G. T. Road, Asansol- 713303
	Bank Account No.	029105005131
7037	Cust. ID of Beneficiary	ECL554567270
7038	Area/Dept.	ECL HQ
7039	NIT/Work order/LOI No.	

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

a b c d e f g h i j k l m n o p q r s t u v w x y z

A B C D E F G H I K L M N O P Q R S T U V W X Y Z

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 SFMS 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).

FORMAT FOR PERFORMANCE BANK GUARANTEE

M/s EASTERN COALFIELDS LIMITED
Office of the General Manager,
Materials Management Department,
Kunustoria Area, P.O.- Topsi,
Dist. - Paschim Bardhaman, West Bengal, Pin - 713362

Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no. dated between M/s. Eastern Coalfields Limited and (Name of Supplier Company)

Messersa Company / Firm having its office at No. (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no. dated (hereinafter called 'the said Agreement') with M/s. Eastern Coalfields Limited (hereinafter called 'the Company') to supply stores/ materials amounting to Rs.on the terms and conditions contained in the said Agreement.

The..... (Name of the Bank) (hereinafter called 'the Bank') having its office at..... has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We..... (Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said Agreement which is likely to be the day of..... but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs... .., or such lesser amount out of the said sum of Rs.....as maybe due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... are fully satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time for performance of the said Agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter

or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till the.....day of20 ... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and..... [(Name of the person(s)] who have signed it on behalf of the Bank has authority to do so.

Dated this.....day of20.....

Place.....

Signature of the authorized person(s)

For and on behalf of the Bank.

(L). TReDS: Trade Receivables Discounting System (TReDS) is an initiative of the Reserve Bank of India (RBI) to facilitate MSME receivable payments from corporates. ECL has onboarded TReDS platform through (1) Receivables Exchange of India Ltd (RXIL) (URL - <https://www.rxil.in/Home/Index>) (2) A-TReDs (URL - www.invoicemart.com), (3) Mynd Solutions (URL - www.m1xchange.com). MSE bidders willing to get payment through this system may get registered on the above TReDS platform and confirm in offer and the same would be mentioned in the purchase order. The bidder may contact (1) Mrs. Upasana Majumder, BD-ARM, RXIL, Mob: +91 8697212759 (upasana.majumder@rxil.in) (2) Mrs Monalisa Das Nath, Dy V P, Mynd Solutions, Mob: +91 8100551223 (monalisa.das@m1exchange.com) (3) Mr. Subhas Chakraborty, RM, A-TReDS, Mob: +91 9681193155 (Subhas.Chakraborty@invoicemart.com).

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---