

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687730682204

Generated Date | अनुबंध तिथि: 06-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3147428](#)

Schedule Name | अनुसूची नाम: Schedule 7, Schedule 1, Schedule 3, Schedule 9, Schedule 4, Schedule 5, Schedule 2, Schedule 6

Organisation Details   संगठन विवरण		Buyer Details   खरीदार विवरण				
Type   प्ररूप :	Central PSU	Designation   पद :	Dyp Manager			
Ministry   मंत्रालय :	Ministry of Coal	Contact No.   संपर्क नंबर :	06545-281928-			
Department   विभाग :	Materials Management	Email ID   ईमेल आईडी :	shintu.rv@nic.in			
Organisation Name   संगठन का नाम :	Central Coalfields Limited	GSTIN   जीएसटीआईएन :	20AAACC7476RHZT			
Office Zone   कार्यालय क्षेत्र:	Central Coalfields Limited	Address   पता :	Regional Store Kuju Area CCL, RAMGARH, JHARKHAND-825316, India			
Financial Approval Detail   वित्तीय स्वीकृति विवरण		Paying Authority Details   भुगतान प्राधिकरण विवरण				
IFD Concurrence   आईएफडी सहमति: No		Role:	PAO			
Designation of Administrative Approval	GENENRAL MANAGER	Payment Mode	Offline			
प्रशासनिक अनुमोदन का पदनाम:		भुगतान का तरीका:				
Designation of Financial Approval	AFM BC no. 11/09 dtd 26/12/23 under HEMM Store	Designation   पद :	Dyp Manager			
वित्तीय अनुमोदन का पदनाम :	& Spares	Email ID   ईमेल आईडी :	p.singh1420@nic.in			
		GSTIN   जीएसटीआईएन :	20AAACC7476RHZT			
		Address   पता:	GM Office Kuju Area CCL, Hazaribag, JHARKHAND-825316, India			
Seller Details   विक्रेता विवरण						
GeM Seller ID   जेम विक्रेता आईडी :	YWYN200001586287					
Company Name   कंपनी का नाम :	TIRUPATI BALAJI ELECTRICAL ENTERPRISES					
Contact No.   संपर्क नंबर :	09572775899					
Email ID   ईमेल आईडी :	tirupatibalajjee@gmail.com					
Address   पता :	82-1, Ramgarh, NA, Tagore Path, Village/Town:- Bijulia, City:- Ramgarh, RAMGARH, JHARKHAND-829122, India					
MII Status   एमआईआई स्थिति:	True					
MSME verified   एमएसएमई सत्यापित :	Yes					
MSME Registration number   एमएसएमई पंजीकरण संख्या :	UDYAM-JH-19-0000207					
MSE Social Category   एमएसई सामाजिक श्रेणी :	General					
MSE Gender   एमएसई लिंग श्रेणी :	Male					
GSTIN   जीएसटीआईएन:	20AUIPD4424F1ZB					
*GST / Tax invoice to be raised in the name of   जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee						
Delivery Instructions   वितरण निर्देश : NA						
Product Details   उत्पाद विवरण						
#	Item Description   आइटम विवरण	Ordered Quantity   आइटम विवरण	Unit   इकाई	Unit Price (INR)   इकाई मूल्य (INR)	Tax Bifurcation (INR)   कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR)   मूल्य (INR में सभी शुल्क और कर सहित)
1	Product Name   उत्पाद का नाम : PG Clamp for Rabbit Conductor Brand   ब्रांड : Tirupati (TBEE) Brand Type   ब्रांड प्रकार : Unbranded Catalogue Status   कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As   कैसे बेचा जा रहा है : Reseller not verified by OEM Category Name & Quadrant   श्रेणी का नाम और चतुर्थांश : BOQ (Q3) Model   मॉडल: PG Clamp For Rabbit Conductor HSN Code   एचएसएन कोड: 8538	100	nos	397.43	NA	39,743
2	Product Name   उत्पाद का नाम : Push on straight through cable jointing kit for 3x35sq mm cable Brand   ब्रांड : Tirupati (TBEE) Brand Type   ब्रांड प्रकार : Unbranded Catalogue Status   कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As   कैसे बेचा जा रहा है : Reseller not verified by OEM Category Name & Quadrant   श्रेणी का नाम और चतुर्थांश : BOQ (Q3) Model   मॉडल: Cable Kit 3x35 HSN Code   एचएसएन कोड: 8547	12	nos	11,181.68	NA	134,180.16
3	Product Name   उत्पाद का नाम : Push on straight through cable jointing kit for 3x70sq mm cable Brand   ब्रांड : Tirupati (TBEE) Brand Type   ब्रांड प्रकार : Unbranded Catalogue Status   कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As   कैसे बेचा जा रहा है : Reseller not verified by OEM	12	nos	11,181.68	NA	134,180.16

	<b>Category Name &amp; Quadrant</b>  श्रेणी का नाम और चतुर्थांश : BOQ (Q3) <b>Model</b>  मॉडल: Cable Kit 3x70 <b>HSN Code</b>  एचएसएन कोड: 8547					
4	<b>Product Name</b>  उत्पाद का नाम : Fibre Glass Discharge Rod 11-33kV 3x5ft with rubber grip wire and canvas carrying bag <b>Brand</b>  ब्रांड : Tirupati (TBEE) <b>Brand Type</b>  ब्रांड प्रकार : Unbranded <b>Catalogue Status</b>  कैटलॉग की स्थिति: Catalogue not verified by OEM <b>Selling As</b>  कैसे बेचा जा रहा है : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b>  श्रेणी का नाम और चतुर्थांश : BOQ (Q3) <b>Model</b>  मॉडल: Discharge Rod <b>HSN Code</b>  एचएसएन कोड: 8538	8	nos	19,689.48	NA	157,515.84
5	<b>Product Name</b>  उत्पाद का नाम : Push on end termination pole mounting outdoor cable jointing kit for 3x35sq mm cable <b>Brand</b>  ब्रांड : Tirupati (TBEE) <b>Brand Type</b>  ब्रांड प्रकार : Unbranded <b>Catalogue Status</b>  कैटलॉग की स्थिति: Catalogue not verified by OEM <b>Selling As</b>  कैसे बेचा जा रहा है : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b>  श्रेणी का नाम और चतुर्थांश : BOQ (Q3) <b>Model</b>  मॉडल: Cable Kit End Term 3x35 <b>HSN Code</b>  एचएसएन कोड: 8547	12	nos	15,263	NA	183,156
6	<b>Product Name</b>  उत्पाद का नाम : Push on end termination pole mounting outdoor cable jointing kit for 3x50sq mm cable <b>Brand</b>  ब्रांड : Tirupati (TBEE) <b>Brand Type</b>  ब्रांड प्रकार : Unbranded <b>Catalogue Status</b>  कैटलॉग की स्थिति: Catalogue not verified by OEM <b>Selling As</b>  कैसे बेचा जा रहा है : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b>  श्रेणी का नाम और चतुर्थांश : BOQ (Q3) <b>Model</b>  मॉडल: Cable Kit End Term 3x50 <b>HSN Code</b>  एचएसएन कोड: 8547	12	nos	15,263	NA	183,156
7	<b>Product Name</b>  उत्पाद का नाम : Push on straight through cable jointing kit for 3x50sq mm cable <b>Brand</b>  ब्रांड : Tirupati (TBEE) <b>Brand Type</b>  ब्रांड प्रकार : Unbranded <b>Catalogue Status</b>  कैटलॉग की स्थिति: Catalogue not verified by OEM <b>Selling As</b>  कैसे बेचा जा रहा है : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b>  श्रेणी का नाम और चतुर्थांश : BOQ (Q3) <b>Model</b>  मॉडल: Cable Kit 3x50 <b>HSN Code</b>  एचएसएन कोड: 8547	12	nos	11,181.68	NA	134,180.16
8	<b>Product Name</b>  उत्पाद का नाम : PG Clamp for Dog Conductor <b>Brand</b>  ब्रांड : Tirupati (TBEE) <b>Brand Type</b>  ब्रांड प्रकार : Unbranded <b>Catalogue Status</b>  कैटलॉग की स्थिति: Catalogue not verified by OEM <b>Selling As</b>  कैसे बेचा जा रहा है : Reseller not verified by OEM <b>Category Name &amp; Quadrant</b>  श्रेणी का नाम और चतुर्थांश : BOQ (Q3) <b>Model</b>  मॉडल: PG Clamp for Dog Conductor <b>HSN Code</b>  एचएसएन कोड: 8538	100	nos	452.12	NA	45,212
Total Order Value  कुल ऑर्डर मूल्य (in INR)						1,011,323.32
<b>Consignee Detail  परोक्षिती विवरण</b>						
<b>S.No  क्र.सं.</b>	<b>Consignee  परोक्षिती</b>	<b>Item  वस्तु</b>	<b>Lot No.  लॉट नंबर</b>	<b>Quantity  मात्रा</b>	<b>Delivery Start After  दिनांक के बाद डिलीवरी शुरू करना है</b>	<b>Delivery To Be Completed By  वितरण पूरा कब तक करना है</b>
1	Designation  पद : - Email ID  ईमेल आईडी : shintu.rv@nic.in Contact  संपर्क : 06545-281928- GSTIN  जीएसटीआईएन : 20AAACC7476RHZT Address  पता : Regional Store Kuju Area CCL, RAMGARH, JHARKHAND-825316, India	PG Clamp for Rabbit Conductor	-	100	06-Jan-2024	20-Feb-2024
		Push on straight through cable jointing kit for 3x35sq mm cable	-	12	06-Jan-2024	20-Feb-2024
		Push on straight through cable jointing kit for 3x70sq mm cable	-	12	06-Jan-2024	20-Feb-2024
		Fibre Glass Discharge Rod 11-33kV 3x5ft with rubber grip wire and canvas carrying bag	-	8	06-Jan-2024	20-Feb-2024
		Push on end termination pole mounting outdoor cable jointing kit for 3x35sq mm cable	-	12	06-Jan-2024	20-Feb-2024
		Push on end termination				

		pole mounting outdoor cable jointing kit for 3x50sq mm cable	-	12	06-Jan-2024	20-Feb-2024
		Push on straight through cable jointing kit for 3x50sq mm cable	-	12	06-Jan-2024	20-Feb-2024
		PG Clamp for Dog Conductor	-	100	06-Jan-2024	20-Feb-2024

#### Specification | विनिर्देश 1

[Specification Document | विशिष्टता दस्तावेज़](#)

[Buyer BOQ Document | क्रेता बीओक्यू दस्तावेज़](#)

[Compliance of BOQ Specification And Supporting Document | बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन](#)

**Note | टिप्पणी:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

**Note | टिप्पणी:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

#### Specification | विनिर्देश 2

[Specification Document | विशिष्टता दस्तावेज़](#)

[Buyer BOQ Document | क्रेता बीओक्यू दस्तावेज़](#)

[Compliance of BOQ Specification And Supporting Document | बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन](#)

**Note | टिप्पणी:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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#### Specification | विनिर्देश 3

[Specification Document | विशिष्टता दस्तावेज़](#)

[Buyer BOQ Document | क्रेता बीओक्यू दस्तावेज़](#)

[Compliance of BOQ Specification And Supporting Document | बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन](#)

**Note | टिप्पणी:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

**Note | टिप्पणी:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

#### Specification | विनिर्देश 4

[Specification Document | विशिष्टता दस्तावेज़](#)

[Buyer BOQ Document | क्रेता बीओक्यू दस्तावेज़](#)

[Compliance of BOQ Specification And Supporting Document | बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन](#)

**Note | टिप्पणी:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.



for providing genuine replacement supplies.

## ePBG Detail | ईपीबीजी विवरण

Advisory Bank | सलाहकार बैंक :

State Bank of India

ePBG Percentage(%) | ईपीबीजी प्रतिशत (%) :

10.00

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

## Terms and Conditions | नियम और शर्तें

### 1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

### 2. Buyer Added Bid Specific Terms and Conditions-

#### 2.1 Generic.

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

#### 2.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

#### 1) The following are required for Establishing Bidder's Eligibility:

Sl. No .	Category of bidder	Upload digitally signed Scanned copy of Notarized documents in support of Eligibility Criteria for the tendered item.
(a)	Indian Manufacturers	<p>i. Any one of the following valid documents (attested by Public Notary):</p> <ul style="list-style-type: none"><li>a. Factory license/Manufacturing license</li><li>b. NSIC registration certificate.</li><li>c. SSI/DIC registration certificate</li><li>d. ISO Certificate.</li><li>e. BIS license/certificate</li><li>f. DGMS approval</li><li>g. Micro / Small Enterprises MSE] Registration certificate issued by District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.</li></ul> <p>ii. Self-Declaration of manufacturer.</p>
(b)	Indian Agent authorized by Indian manufacturer	<p>i. Tender specific Manufacturer's Authorization as per Annexure-I, signed and stamped by the manufacturer to quote against the CCL Tender, indicating the Tender Reference No. and date along with the offer (attested by Notary Public).</p> <p>ii. Self-Declaration as per Annexure-II.</p> <p>iii. Self-Declaration of principal manufacturer.</p> <p>iv. Any one of the following valid documents of the principal manufacturer (attested by Public Notary)</p> <ul style="list-style-type: none"><li>a. Factory license/Manufacturing license</li><li>b. NSIC registration certificate.</li><li>c. SSI/DIC registration certificate</li><li>d. ISO Certificate.</li><li>e. BIS license/certificate</li><li>f. DGMS approval</li><li>g. Micro / Small Enterprises MSE] Registration certificate issued by District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.</li></ul>

**NOTE:** The certificate in respect of NSIC Registration, SSI Registration, MSME, ISO, BIS License and DGMS approval etc. must be valid on the date of tender opening.

#### Bidders may also note that:

Mandatory registration of bidder with statutory authorities like Income Tax, GST (if applicable), is required, unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities. The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/CMA/CS that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

**For Example:** If Bidder is exempt from Registration under GST ACT, 2017 due to his aggregate turnover is less than 20 lakh then bidder has to submit the copy of Notification along with Certificate from Practicing CA/CMA/CS that Aggregate turnover from all business is less than 20 Lakh; hence he is exempt from Registration under GST Act, 2017.

**Scanned documents of the documents in respect of eligibility criteria including authorization if any to be uploaded as single .pdf file named "Eligibility.pdf", in COVER-I**

**Failure to submit the above Documents may render a tenderer "UNACCEPTABLE" without any further correspondence.**

## 1. Proven-ness Criteria:

### (1) PROVEN SOURCE:

Bidders under this category qualifying in any one of the following criteria shall be considered as proven source:

- (I) The tenderer who has manufactured and supplied the tendered item or similar item of higher specification/ ratings/ versions, etc. in the past to CIL/ Subsidiary Companies (including Area) or other PSUs/Government Departments/Government Organizations/ Private Organizations and these items have performed satisfactorily for a period of not less than one year from the date of fitment/ commissioning will be considered as proven. Local Purchase orders will not be taken into consideration.

**N.B :** The offered items shall be considered proven provided that the tendered/ similar/ higher specification item(s) have been supplied during the last 5 years from the date of tender opening, against orders of CIL and its subsidiaries (including Area), other PSUs, Government Departments and Private Organizations, and their performance has been found satisfactory.

- (II) Tenderer currently holding valid Rate contract for the supply of tendered items with any subsidiary of CIL. This should be supported by duly notarized copies of relevant Rate Contract.

- (III) The tenderer on whom Trial Order was placed by H.Q of any subsidiary of CIL for the tendered items in the past and has performed satisfactorily as per the Terms of Trial Order, as certified by Head of Technical Department of H.Q of the concerned Subsidiary. Such tenderer has to submit notarized copies of Trial order, Proof of supply and Satisfactory performance Report issued by Subsidiary H.Q.

- (IV) Tenderers who are short listed /approved by CIL for the Supply of Tendered items and such list is currently valid. This should be supported by notarized copies of relevant documents.

**N.B.:**

(i.) The status of the authorized Agents/Dealers/Distributors shall also be considered proven provided the product under reference (Tendered items) or their principal is considered proven under any of the above Proven Criteria i.e. 1 to 4. However, for such cases, the tenderer has to submit Tender specification authorization from their Principal. The Principal should stand warranty /guarantee of the offered items supplied by their authorized Agents/Dealers/Distributors.

(ii.) Bidders are required to submit Self Certificate in the prescribed format as given below.

**"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/ claim(s) are pending" (Format as per Annexure - III).**

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.

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 later on.

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

In case performance of two consecutive supplies made by the Proven Source is not found satisfactory, the said source will not be considered proven.

Status of Proven-ness would be evaluated and decided by head of technical department.

### 2. Relaxation for MSEs and Start-up:

Ref:

- 1) O.M. No. 1(2)(1)/2016-MA dated 10<sup>th</sup> March 2016 of Additional Secretary and Development Commissioner-MSME, GOI, New Delhi
- 2) O.M. No. F-20/2/2014-PPD(Pt.) dated 25<sup>th</sup> July 2016 of Under Secretary to GOI, Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi
- 3) O.M. No. F-20/2/2014-PPD(Pt) dated 20.09.2016 of Under Secretary (PPD), Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi

**In reference to the above three Office Memorandums issued by different of Govt. of India regarding non-insistence of prior experience and turn over criteria in respect of MSEs and Startups, the following may be noted:**

- (4.)1 Definition and Eligibility of Start-up shall be in line with OM vide letter no. F-20/2/2014 PPD (pt.) dt.25.07.2016 of under Secretary, GOI, subsequent amendment, if any.

**"Startups":** Startups means an entity, incorporated or registered in India not prior to ten years, with annual turnover not exceeding Rs. 100 crores in any preceding financial year, working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation. Provided that such entity is not formed by splitting up, or reconstruction of business already in existence. Provided also that an entity shall cease to be a startup if its turnover for the previous financial years has exceeded Rs. 100 crores or it has completed 10 years from the date of incorporation/ registration. In order to avail benefits provided to Startups, the entity is to be recognized by DPIIT [GSR No. 127(E) dated 19.02.2019 of Gazette of India].

**Note:** Start-up Firm should submit Self-Declaration as per Annexure XII.

- (4.)2 Definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments, if any.

- (4.)3 MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications. There may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where procuring entities may prefer procurement from vendors having proven capability. Wherever adequate justification exists, the procuring entities may not relax the criteria of prior experience/ turnover for Startups. In view of the above instructions, wherever, it is decided not to relax prior experience/ turnover criteria.

- (4.)4 Prior experience and turn over criteria are not applicable for Start-ups & MSEs in the tenders in respect of either of the following situation and no further documents regarding Provenness will be required to be submitted by these categories of bidders.

If bidders 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, a 'Proforma for Equipment and Quality Control' (as per Annexure-VII Sample Forms) has to be enclosed in the tender documents and such MSEs/ Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability shall 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.

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 further 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 that 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:

- Valid BIS Marking License for the quoted items,OR
- Rate contract issued by CIL/its Subsidiary Companies for the quoted items,OR
- 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).

### 3. Warranty

1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.
2. The Supplier shall furnish Guarantee/Warranty certificate along with the bill for satisfactory performance of the ordered materials for a period of eighteen (18) months from the date of receipt and acceptance of material at consignee's end or twelve (12) months from the date of its use/fitment/commissioning, whichever is earlier..
3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.
4. If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
5. For the goods whose life is less than twelve (12) months, the warranty period will depend on the nature of the item under procurement and shall accordingly be specified in SCC.

### 4. Deposit of EMD: Bidders shall Deposit EMD through on line payment mode. Bank details are given below.

a. Particular of beneficiary :- Central Coalfields limited Kuju Area.

(i) Name of the Bank:- State Bank of India.

(ii) Branch:- Main Road Kuju.

(iii) Bank A/c no:- 11437087032.

(iv) IFS code:- SBIN0002966

b. The payment of EMD made through online mode must be received in CIL Account before the last date and time of submission of bid, otherwise the bidder shall not be able to freeze bid in the portal. It is advised that the payment of EMD should be made at least 2 days prior to due date and time of submission of tender to avoid any complications in submitting online bid before the schedule last date and time of submission.

c. Physical mode of payment i.e. Banker cheques or Demand drafts is not acceptable.

Exemption of EMD:The following bidders shall be exempted from payment of EMD. The bidders as per eligibility will have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid on-line.

Sl. No.	Category of bidders	Documents against exemption of EMD
1	State/Central Government Organizations/PSU :	Upload digitally signed Self declaration
2	NSIC registered Firms	Upload digitally signed notarized copy of Valid and Complete NS IC Registration certificate for the tendered items attested by Notary Public
3	Ancillary Units of CCL	Upload digitally signed notarized copy of Valid and complete Ancillary Status certificate for the tendered items and attested by Notary Public
4	Micro / Small Enterprises [MSE]	Upload digitally signed notarized copy of Valid and Complete Micro / Small Enterprises [MSE] Registration certificate for the tendered items issued by District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Board



		all Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
5	OEM/OPM or their authorized dealers/distributors and sole selling Agents participating against the tender or OES	Upload digitally signed notarized copy of Documents as specified in Clause 8(B) of NIT

NB: The NSIC registered firms / MSEs as above shall be exempted from paying EMD only, as per provisions of Public Procurement Policy for MSEs Order, 2012. However they are not exempted from submission of Security Deposit.

The offers submitted shall be considered valid only when accompanied by EMD as per the details mentioned above in the form of e-payment or relevant documentary evidence for exemption of EMD. For bidders other than Sl. No. 1, each and every page of Valid and Complete documents submitted towards EMD exemption must also be stamped and signed by the Notary Public as per details above.

Note: EMD exemption for NSIC /MSME registered firms for tendered items is allowed only when the firms offer their own manufactured items. If the firm avails EMD exemption under NSIC /MSME registered category for tendered items and offers other's product then the tender shall be treated as non-responsive.

EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.

1. **Security Deposit (for successful execution of supply)**: The successful tenderer will be required to deposit Security Money equivalent to 3% of the value of the awarded contract (landed value) without having any ceiling, in the form of **Demand Draft or irrevocable Bank Guarantee** issued by any scheduled Bank in the prescribed format (as given in the NIT at Annexure-E), within 15 days from the date of receipt of Supply Order.

The Bank Guarantee submitted towards Security Money shall be valid for a minimum period of 3(three) months beyond the stipulated delivery period. The Bank Guarantee (BG) issued by issuing bank on behalf of the supplier/s in favour of "Central Coalfields Limited" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank of issue of BG through SFMS Platform are furnished below:-

Particulars of Beneficiary	Name	Central Coalfields Ltd
	Area	Kuju Area
	Department	Materials Management
	Bank A/C No.	10106155123
	Customer ID	80288731402
Particulars of Beneficiary Bank	Name of Bank	State Bank of India
	Branch & Address	SME Branch, Doranda, Ranchi-834002
	SFMS/ IFSC Code	SBIN0009620

Original copy of the Bank Guarantee issued by the issuing Bank shall be sent by the Issuing Bank to the Procurement Entity, Central Coalfields Limited.

Failure to deposit the required Security Money within the specified period shall entail cancellation of Supply Order and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealing with them.

The Security Deposit shall be refunded within 30 days of satisfactory execution of the supply. For unsatisfactory performance and/or contractual failure, the Security Deposit shall be forfeited. In case of extension of the delivery period the validity of Bank Guarantee submitted towards Security Deposit shall be suitably extended to cover the required validity period of 3(three)months beyond the extended delivery period.

#### 5. Delivery Period

The Stores are to be supplied **within 45 days** from the date of issue of Supply Order. The bidder should be in a position to supply the total quantity/number for which the supply order is issued in specified delivery period. Installation & Commissioning to be done by the supplier within 30 days from the date of delivery.

#### 6. Consignee: The Depot Officer, Regional Stores, Kuju P.O.- Kuju, Dist- Ramgarh, Pin-825316

### Annexure-I

#### Manufacturer's Authorization Form

Ref: .....

Date: .....

The Tender Committee

MM Department

Regional Stores, kuju Area

CCL,



Dear Sir

Sub: GeM bid no. dated

WHEREAS we, [name of manufacturer] who are established and reputed manufacturer of goods having factories at [address (es) of factory (ies)] and as a matter of its corporate policy, we do not directly quote/market our products and if, subsequently, at any stage, it is found that it has quoted directly to any organization, it shall be liable for penal action as per provisions of the NIT and the Purchase Manual. Further, if at any stage, it is found that agency commission has been paid by the manufacturer/ principal without declaring the agent, the commission will be recovered with interest.

Do hereby authorize our [Name & Address of Indian Subsidiary/Agent] to quote against the above Tender and has the authority to enter into agreements and to sign contracts for supply of goods on behalf of us [Name of the Manufacturer]. No agent/ middleman/ liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of tendered goods and if, subsequently at any stage, it is found that we have given a false certificate, we shall be liable for penal action as per provisions of the CIL's Purchase Manual.

Validity of authorization: \_\_\_\_\_

*[Should be Valid as on date of tender opening and its validity should corresponds to the delivery period stipulated in the Tender Enquiry]*

We accept the responsibility for the satisfactory execution of orders placed on our authorized agents including warranty/ guarantee obligations.

*We confirm that the authorized agent's price will not exceed that which we would have quoted.*

In the event of failure on the part of Indian Office / Indian Subsidiary/Agent in fulfillment of contractual obligations or change or closure of Indian Office / Indian Subsidiary for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support CCL as well as execute the remaining period of the contract ourselves or through another competent entity fulfilling the eligibility criteria stipulated in the tender document for Indian Office / Indian Subsidiary.

We also confirm that we have never been banned or delisted by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

We were banned by the organization named "-----" for a period of ----- year(s) effective from ----- to -----for ----- (the reasons to be mentioned) in India.

(Signature)

(Name)

(Designation)

Email id:

(Seal)

Signed for and on behalf of [Name of manufacturer]

Annexure - II

**Self-Declaration by the bidder**  
**(In case bidder is an Authorized Agent of the Manufacturer)**  
**(On Authorized Agent's Letter Head)**

Ref: .....

Date: .....

The Tender Committee

MM Department

Regional Stores, kuju Area

CCL

Dear Sir

Sub: GeM bid no..... dated.....

We [Name & Address of the Agent], an authorized agent of our principal [name of the manufacturer], hereby certify the following:

- i. We are not submitting a bid on behalf of another manufacturer in the same tender for the same item / product.
- ii. That we will be responsible for all the contractual obligations including quality aspects, replacement of parts / items and warranty / guarantee obligations, and
- iii. That we will be responsible for providing the required after sale service.

**Date:**  
**etor**

**Signature of the Director/proprietor**

Seal of the Firm / Company (Authorized Agent)

**Annexure - III**

**Self-Certificate for Proven-ness**

“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/ claim(s) are pending”.

Details of supply order submitted in the tender towards proven-ness are tabulated below:

Sl. No.	Item Description	Part No(s)	Purchase order / Rate Contract No.	Purchase order/Rate Contract Date (in DD/MM/YYYY Format)	Date of Supply (in DD/MM/YYYY Format)

**Date**

**Signature of Tenderer**

Seal of the Firm

**Annexure - IV**

**Lowest Price Certificate**

**I/We do hereby certify that prices quoted by us against this tender are the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organizations.**

**We also certify that the quoted rates are not higher than rates quoted / prices charged by us for same items to other Customers.**

**Date**

**Signature of the Tenderer**

Seal of the Firm

Annexure - V

**Quality Certificate**

I/We certify that there has not been any complaint against the quality of our products supplied to Government Departments or Public Sector Undertakings/Other organizations.

Date:

Signature of the Tenderer

Seal of the Firm

Annexure - VI

**No Deviation Certificate**

**“We declare that there is no deviation from the NIT terms and conditions in the offer submitted by us.”**

Date

Signature of the Tenderer

Seal of the Firm

Annexure - VII

**Proforma for Equipment and Quality Control**

Reference: Central Coalfields Limited GeM Bid No. \_\_\_\_\_

Date \_\_\_\_\_ for supply of \_\_\_\_\_

1. Name and Address of the Firm

2. (a) Telephone No. office/factory/works

(b) Fax No. / E-mail ID

3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.
6. Whether the process of manufacture in the factory is carried out with the aid of power or without it.
7. Details and stocks of raw materials held.
8. Production capacity of items quoted for with the existing plants and machinery
  - (a) Normal
  - (b) Maximum
9. Details of arrangements for quality control products such as laboratories etc.
10. (a) Details of technical supervisory staff in-charge of production and quality control.
  - (b) Skilled labour employed.
  - (c) Unskilled labour employed
  - (d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.
11. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.  
.....

(Signature of Tenderer)

**NB: Details against sl nos. 5 to 11 inclusive need be restricted to the extent they pertain to the items under reference.**

Annexure - VIII

### **Declaration Regarding Banning**

The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration

“We have not been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSUs.”

**Date**

**Signature of Tenderer**

**Seal of the Firm**

Note: If a bidder has been banned or de listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

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**Annexure - X**

**Fitment Certificate**

We certify that offered products (either with tendered Part Number or Alternate Part Number) are exact replacement of / fully interchangeable to the original parts and will fit & function on the equipment for which these are intended for on "one-to-one" basis against replacement of the respective items without any modifications to the existing system of the equipment.

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-  
-

**Date**

**Signature of Tenderer**

**Seal of the Firm**

-  
-

**Annexure - IX**

**Technical Support & Services Certificate**

We agree for rendering prompt technical support and services to ensure fitment, proper usage, maintenance and satisfactory performance of supplied items. We shall arrange quarterly visit of our service personnel for smooth functioning of the supplied items.

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-

**Date**

**Signature of Tenderer**

**Seal of the Firm**

**Annexure - XI**

**Self-Certificate for Local Content**

\*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy vide GoI Order no. P-45021/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

\*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

The details of the location(s) at which the local value addition made is/are as under:

1.....

2.....

3.....

\* Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder

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**Annexure -XII**

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**Self-Declaration by the bidder  
(In case bidder is Start-Up Entity)**

Ref: .....

Date: .....

The Tender Committee

MM Department

Regional Stores, Kuju Area

CCL

Dear Sir

Sub: GeM Bid No. .... dated .....

**We [Name & Address of the bidder], a Start-Up entity, hereby certify that:**

- I. Our entity has been incorporated within 10 years,
- II. Our entity has not formed by splitting up or reconstruction of a business already in existence,
- III. Our entity has not exceeded INR 100 Crore turnover in any of the previous financial years.

Date:

Signature of the Director/proprietor

**Seal of the Firm / Company**

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Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।