

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687755030147

अनुबंध तिथि | Generated Date : 12-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4370384](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Coal विभाग   Department : EASTERN COALFIELDS Limited संगठन का नाम   Organisation Name : EASTERN COALFIELDS Limited कार्यालय क्षेत्र   Office Zone: West Bengal	पद   Designation : MT MM संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : sanjeet.lalbesra@coalindia.in जीएसटीआईएन   GSTIN : - पता   Address : Office of GM, Bankolka Area PO Ukhra Paschim Burdwan WB, BARDHAMAN, WEST BENGAL-713363, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: GENERAL MANGER, BANKOLA वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : AREA FINANCE MANAGER	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : AFM Bankola Area ईमेल आईडी   Email ID : sandip.chatterjee@coalindia.in जीएसटीआईएन   GSTIN : 19AAACE7590E1ZI पता   Address: Office of GM, Bankolka Area PO Ukhra Paschim Burdwan WB, Bardhaman, WEST BENGAL-713363, India भुगतान समयसीमा   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)

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : VBFE210002432793 कंपनी का नाम   Company Name : CHANDA ENGINEERING WORKS संपर्क नंबर   Contact No. : 09434034486 ईमेल आईडी   Email ID : goraisarat@gmail.com पता   Address : 0, ASANSOL, CHANDA MORE, CHANDA, Village/Town:- KALIPAHARI, City:- ASANSOL, PASCHIM BARDHAMAN, WEST BENGAL-713339, India एमआईआई स्थिति   MII Status : True एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-WB-23-0000344 एमएसएमई सामाजिक श्रेणी   MSE Social Category : General एमएसएमई लिंग श्रेणी   MSE Gender : Female जीएसटीआईएन   GSTIN: 19AAEFC6435F1ZI

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : Track Link Assy, Part No.611M100000142 ब्रांड   Brand : CEW ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : BOQ (Q3) मॉडल   Model: E1612 एचएसएन कोड   HSN Code: 84311010	1	Set	210,394	जीएसटी   GST (18%) : 32,094 जीएसटी उपकर 1   GST Cess 1 (0%) : 0 जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST1 (100%) : 32,094 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	210,394
	उत्पाद का नाम   Product Name : Link Pin, Part No.625A000003261 ब्रांड   Brand : CEW				जीएसटी   GST (18%) : 2,016 जीएसटी उपकर 1   GST Cess 1 (0%) : 0 जीएसटी उपकर 2   GST Cess 2 (0	

2	<p>ब्रांड प्रकार  Brand Type : Unbranded</p> <p>कैटलॉग की स्थिति  Catalogue Status: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है  Selling As : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश  Category Name &amp; Quadrant : BOQ (Q3)</p> <p>मॉडल  Model: E1612</p> <p>एचएसएन कोड  HSN Code: 84311010</p>	112	Nos	118	<p>per accounting unit) : 0</p> <p>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)  Input Tax Credit (ITC) on GST1 (100%) : 2,016</p> <p>जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0</p>	13,216
3	<p>उत्पाद का नाम   Product Name : Nylock Nut,Part No.MT10LN</p> <p>ब्रांड  Brand : CEW</p> <p>ब्रांड प्रकार  Brand Type : Unbranded</p> <p>कैटलॉग की स्थिति  Catalogue Status: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है  Selling As : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश  Category Name &amp; Quadrant : BOQ (Q3)</p> <p>मॉडल  Model: E1612</p> <p>एचएसएन कोड  HSN Code: 73181600</p>	112	Nos	8.26	<p>जीएसटी  GST (18%) : 141.12</p> <p>जीएसटी उपकर 1   GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0</p> <p>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)  Input Tax Credit (ITC) on GST1 (100%) : 141.12</p> <p>जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0</p>	925.12
4	<p>उत्पाद का नाम   Product Name : 2nd Stage Helical Gear and Pinion with shaft in set complete in single unit inbuilt condition with EN 36 grade Carbon Steel suitable tempered with bush and coupling fitted.</p> <p>ब्रांड  Brand : CEW</p> <p>ब्रांड प्रकार  Brand Type : Unbranded</p> <p>कैटलॉग की स्थिति  Catalogue Status: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है  Selling As : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश  Category Name &amp; Quadrant : BOQ (Q3)</p> <p>मॉडल  Model: GBHP</p> <p>एचएसएन कोड  HSN Code: 84834000</p>	1	Set	227,504	<p>जीएसटी  GST (18%) : 34,704</p> <p>जीएसटी उपकर 1   GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0</p> <p>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)  Input Tax Credit (ITC) on GST1 (100%) : 34,704</p> <p>जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0</p>	227,504
5	<p>उत्पाद का नाम   Product Name : 3rd Stage Helical Gear and Pinion in set both helical cutting with high carbon EN 36 Grade steel and properly tempered</p> <p>ब्रांड  Brand : CEW</p> <p>ब्रांड प्रकार  Brand Type : Unbranded</p> <p>कैटलॉग की स्थिति  Catalogue Status: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है  Selling As : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश  Category Name &amp; Quadrant : BOQ (Q3)</p> <p>मॉडल  Model: GBHP</p> <p>एचएसएन कोड  HSN Code: 84834000</p>	1	Set	298,304	<p>जीएसटी  GST (18%) : 45,504</p> <p>जीएसटी उपकर 1   GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0</p> <p>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)  Input Tax Credit (ITC) on GST1 (100%) : 45,504</p> <p>जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0</p>	298,304
कुल ऑर्डर मूल्य   Total Order Value (in INR)						750,343.12

**परोषिती विवरण| Consignee Detail**

क्र.सं.   S.No	परोषिती  Consignee	वस्तु  Item	लॉट नंबर  Lot No.	मात्रा  Quantity	दिनांक के बाद डिलीवरी शुरू करना है  Delivery Start After	वितरण पूरा कब तक करना है  Delivery To Be Completed By
1	<p>पद  Designation :-</p> <p>ईमेल आईडी  Email ID : rajiba.manda@nic.in</p> <p>संपर्क  Contact : 0341-2665366-</p> <p>जीएसटीआईएन  GSTIN : -</p> <p>पता  Address : Office of GM, Bankolka Area PO Ukhra Paschim Burdwan WB, BARDHAMAN, WEST BENGAL-713363, India</p>	Track Link Assy, Part No.611M100000142	-	1	12-Mar-2024	11-Apr-2024
		Link Pin,Part No.625A000003261	-	112	12-Mar-2024	11-Apr-2024
		Nylock Nut,Part No.MT10LN	-	112	12-Mar-2024	11-Apr-2024
		2nd Stage Helical Gear and Pinion with shaft in set complete in single unit inbuilt condition with EN 36 grade Carbon Steel suitable tempered with bush and coupling fitted.	-	1	12-Mar-2024	11-Apr-2024
		3rd Stage Helical Gear and Pinion in set both helical cutting with high carbon EN 36 Grade steel and properly tempered	-	1	12-Mar-2024	11-Apr-2024



[विशिष्टता दस्तावेज़ | Specification Document](#)

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

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

**टिप्पणी | Note::** 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.

**टिप्पणी | Note::** 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.

**ईपीबीजी विवरण | ePBG Detail**

सलाहकार बैंक | Advisory Bank :

NA

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

NA

**आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM**

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

**नियम और शर्तें | Terms and Conditions**

**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 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 %.

**2.3 Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

**2.4 Generic**

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

**2.5 Generic**

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

**2.6 Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

**2.7 Scope of Supply:**

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

**2.8 Purchase Preference (Centre):**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

**2.9 Service & Support:**

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

**2.10 Service & Support:**

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

**2.11 Service & Support:**

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

**2.12 Certificates:**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**2.13 Certificates:**

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

**2.14 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

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

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

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

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

Delivery Period:within 30 Days of placement of order

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

Experience Certificate: Uploading of Purchase Orders & Receipted Challan/Tax Invoice(Not more than 5 years Old) for proof of Past supply is mandatory.

Eligibility Criteria: Only Proven Manufacturers or their Authorised Dealers/Distributors/ Agents(whenever manufacturer is not quoting directly as a matter of preference) or Previous Suppliers(of Govt Departments or PSUs including CIL or its Subsidiaries) are eligible to quote. Manufacturers will have to upload a copy of their Manufacturing Licence/Certificate/Complete photocopy of registration with NSIC/SSI/DIC/Registrar of Companies/ISO Certificates etc with list of items to be attached along with the offer duly self authenticated with Company's seal. Authorised Dealers/Distributors/ Agents will upload tender specific authorization from the manufacturer to quote against the tender with copy of Principal's Manufacturing Licence/Certificate/Complete photocopy of registration with NSIC/SSI/DIC/Registrar of Companies/ISO Certificates etc with list of items duly self authenticated with Company Seal.Photocopy of Valid BIS License/DGMS Approval where ever required, with the list of items to be attached.

**Provenness criteria: The offered item shall be considered proven provided it meets Provenness criteria noted below; otherwise the offer shall be liable for rejection. The decision of ECL for considering a firm as proven will be final and binding upon the tenderers. Bidders should upload scanned copies of documents in support of provenness criteria, duly self certified with Company's seal.**

i. If the tenderer can upload self attested copies of formal orders received from ECL Hqrs/ Any Area of ECL, placed within last 3 years, of same or higher capacity/ size/version/ specification etc with order qty for at least 30% of tender qty.

**OR**

ii. If the tenderer can upload self attested copies of formal orders received from CIL/Hq of other subsidiaries of CIL/Areas of other subsidiaries of CIL/ other Public Sector / Govt. Organization/Other Industries(Govt or Public listed company), placed within last 3 years, of same or higher capacity/ size/ version/ specification etc with order qty for at least 30% of tender qty alongwith satisfactory performance report issued by the user dept/proof of supply or execution of order.

**OR**

iii. Firms currently holding Rate Contract for supply of the tendered item(s) / same or higher capacity

/ size/ version/ specification etc of tendered items with CIL / Hq of any subsidiary of CIL/DGS&D — firms have to upload self-attested copies of relevant Rate Contracts received by them (placed with in last 3 years).

OR

iv. If the tenderer can upload self-attested and notarized copies of trial orders received from CIL/its subsidiaries placed within last 3 years of same or higher capacity/ size/ version/ specification etc with order qty for at least 10% of tender qty; alongwith satisfactory performance certified by HOD of concerned technical dept of that CIL/subsidiary

OR

v. Firms who are short-listed / approved by CIL for supply of the tendered item / same or higher capacity/ size/ version/ specification etc of tendered items to subsidiaries of CIL and such list is currently valid — firms have to upload self-attested copies of relevant documents.

OR

vi. For supply of parts/components/assemblies/ subassemblies of equipment, the OEM/OPM/OES firms and authorized agents of OEM/OPM shall be exempted from provenness criteria.

OR

vii. For proprietary item/tendered items of specific brand/model/source, provenness criteria shall not be applicable

NOTE: In case of bunch bids, the primary product having highest value should meet these criteria

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

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

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

Case where one manufacturer provides authorization to multiple agents against one tender, in such case the manufacturer may provide self declaration clarifying that the product is commercially available off-the-shelf and general authorization/ dealership / distributorship certificate is considered in place of tender specific authorization. Failing which all the bidders authorized by the manufacturer are liable for rejection without any communication further.

relaxation against 'One manufacturer can authorize one agent' is applicable in case of system integrators for products/ solutions involving hardware, software and their integration solutions of a number of manufacturers/ vendors.

Vendor Assessment in GeM: The Vendor who wish to claim preference against manufacturer of the bid materials, need to upload relevant documents to prove that they have been registered as manufacturer for bid relevant materials through vendor assessment in GeM. Failing which, the vendor will be treated as ineligible.

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 subsystems 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.

(i) The currency of contract will mean the period till completion of supply.

(ii) The bidder will be asked to submit a copy of the last (latest) purchase order for the similar /ordered 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.

(iii) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar /ordered 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.

(iv) The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar /ordered 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.”

Note: The Price Fall Clause is relaxed for purchase value below Rs.1.00 lakh.

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

**EMD: Earnest Money Deposit (EMD): The successful tenderers will have to submit EMD for the 2% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit. The Same shall be submitted within time as per GTC of GeM.**

is exempted for bidders who are :

- a) Registered with CIL / Subsidiary Company, Ancillary units of subsidiary company, NSIC, MSEs as defined in clause-2.8.2.1, Startups and Central/ State Government Organizations/ PSUs irrespective of the stores for which they are registered.
- b) In case of Single Tender Enquiry - both with PAC and without PAC are exempted.
- c) OEM/ OES participating in Open/Limited tenders for procurement of Spare Parts for their equipment are also exempted.
- d) EMD is not applicable for bid with estimated bid values upto 5 Lakhs.

**Security Deposit: The successful tenderers will have to submit Security Deposit for the 10% value of the total land value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit. The Same shall be submitted within time as per GTC of GeM. Security Deposit is exempted for bid with estimated bid values upto 5 Lakhs. Security Deposit will be released within 30 days after completion of supplies and acceptance of materials by the consignee. All Central/State Government Organisation/PSU shall be exempted from submission of SD. OEM/OES shall also be exempted from submission of SD in case of procurement of spares parts for equipment against Single Tender Enquiry/Open/Limited Tenders. In case of consumables spares if e-PBG as per GeM is applicable No SD/SDBG shall be applicable.**

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

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

**Banned or Delisted or Debarred or 'Put on Holiday' Suppliers: The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs. If a bidder and/or manufacturer has been banned or delisted or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.**

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

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

**Relaxing Prior experience and turnover criteria for start-ups and MSEs**

As per Policy Circular No.1(2)(1)/2016-MA dated 10.03.2016 of MoMSME, it has been clarified that all Central Ministries/ Departments/ Central Public Sector Undertakings may relax the condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications, i.e. these MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications. Further, as per Department of Expenditure, Ministry of Finance OM No. F.20/2/2014/PPD-(Pt) dated 21.07.2016 circulated vide note F. No. 24/2/2013/Fin-1 dated 02.08.2016, relaxation of the condition of prior turnover and prior experience in public procurement has been extended to all Startups (whether MSE or not) subject to meeting of quality and technical specifications in accordance with the relevant provisions [Rule 173(i)(b) of GFR, 2017].

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

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

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

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

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

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

a valid BIS Marking License for the quoted items

or

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

or

a valid DGMS Approval certificate for the quoted items

or

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

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

**Note:** ECL may prefer the vendors to have prior experience rather than giving orders to new entities for procurement of items related to public safety, health, critical security operations and equipment, etc. inline with clarification given by Department of Expenditure, MoF vide OM No. F.20/2/2014/PPD-(Pt) dated 20.09.2016.

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

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

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

2.15 Buyer Added Bid Specific ATC:

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

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।

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