

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	09-12-2025 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	09-12-2025 14:30:00
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	Coal India Limited
कार्यालय का नाम / Office Name	North Eastern Coalfields
कुल मात्रा / Total Quantity	10
वस्तु श्रेणी / Item Category	E-rickshaw for Passengers (Q2)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience	Yes   Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Years Of Experience	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Past Performance, Certificate (Requested in ATC), OEM Authorization Certificate, Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	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

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
विगत प्रदर्शन / <b>Past Performance</b>	80 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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
अनुमानित बिड मूल्य /Estimated Bid Value	2000000
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	40000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :**

MARGHERITA

North Eastern Coalfields, COAL INDIA LIMITED, Coal India Limited, Ministry of Coal  
(Coal India Ltd, Margherita)

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
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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. 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.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% 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.

### **E-rickshaw For Passengers ( 10 pieces )**

**(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**

[\\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic Parameters	<b>Vehicle Category</b>	E-rickshaw
	<b>Used for</b>	Passenger Carrier
	<b>Power Source</b>	Electric - Battery Operated
	<b>Maximum Power Output (kW)</b>	1.586 - 2.0 Or higher <b>(Watt)</b>
	<b>Type of Traction Battery</b>	Lithium-ion Battery Or higher
	<b>Traction Battery Capacity (in Ah)</b>	100.0 - 160.0 Or higher
	<b>Type of Motor</b>	BLDC Or higher
	Seating Capacity (Including Driver)	5

#### Additional Specification Parameters - E-rickshaw For Passengers ( 10 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
WARRANTY AND SERVICE :	1.MINIMUM 3 YEARS OF FULL WARRANTY INCLUDING OF BATTERY FROM DATE OF DELIVERY ON SITE 2. OFFERED BRAND MUST HAVE AUTHORIZED DEALER OF THE COMPANY/SUPPLIER LOCATED IN THE DISTRICT OF TINSUKIA/DIBRUGARH AND HAVE TO SUBMIT AN UNDERTAKING WITH ESCALATION MATRIX
ADDITIONAL TECHNICAL SPECIFICATION	1. RANGE : SHOULD BE 100 KM OR MORE ON FULL CHARGE 2. SUSPENSION SYSTEM REAR : LEAF SPRING 3. BRAKE : DRUM 4. SHOULD HAVE SUITABLE GLASS WINDSHIELD WITH ATLEATS ONE WIPER 5. VEHICLE LIGHTING SYSTEM : LED 6. SEATING CAPACITY : MINIMUM 4+1 7.ACCESSORIES : STEPNEY, COMPATIBLE E-RIKSHAW BATTERY CHARGER WITH MINIMUM 2 YEARS WARRANTY,FIRST AID BOX,SIDE REAR MIRROR,INDICATOR HAVING STATUS OF BATTERY FIRE EXTINGUISHER 8. BATTERY MAKE : ICAT/ARAI APPROVED BATTERY INDIGENOUS MAKE ONLY
CERTIFICATIONS	1. SHOULD CONFORM TO CONSTRUCTIONAL AND FUNCTIONAL SAFETY OF BATTERY OPERATED VEHICLE AS PER AIS 038 2003 2. INSTALLATION OF LIGHTING AND LIGHT SIGNALLING DEVICE SHOULD CONFORM TO AIS 009 2001 OR LATEST 3. TRACTION BATTERIES USED SHOULD CONFORM TO AIS 048 2009 OR LATEST 4. TESTING OF BRAKES SHOULD BE AS PER IS 14664 : 1999 OR LATEST 5. VEHICLE CERTIFICATION : CIRT/ICAT/ARAI

\* Bidders offering must also comply with the additional specification parameters mentioned above.

#### 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
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क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Saptarshi Dey	786181, DEPOT OFFICER, CENTRAL STORES , NORTH EASTERN COALFIELDS ,COAL INDIA LTD , MARGHERITA	10	15

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

### 1. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

DEPOT OFFICER, CENTRAL STORES  
NORTHEASTERN COAL FIELDS, COAL INDIA LTD  
MARGHERITA  
DIST TINSUKIA, ASSAM  
PIN 786181

### 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 3. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

### 4. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 5. Generic

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

### 6. Generic

**Experience Criteria:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

## 7. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

## 8. **Generic**

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

## 9. **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):

NO PRE DISPATCH INSPECTION IS ALLOWED

Post Receipt Inspection at consignee site before acceptance of stores:  
INSPECTION WILL BE CARRIED OUT AT CONSIGNEE PREMISIS BY CONCERNED TECHNICAL DEPARTMENT

## 10. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

COAL INDIA LTD,MARGHERITA  
Account No.  
00000032887761865  
IFSC Code  
SBIN0005787  
Bank Name  
SBI  
Branch address  
MARGHERITA  
.

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

## 11. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

COAL INDIA LTD,MARGHERITA  
Account No.  
271805000294  
IFSC Code  
ICIC0002718  
Bank Name  
ICICI  
Branch address  
MARGHERITA  
.

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

## 12. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of

Goods and Training of operators and providing Statutory Clearances required (if any)

**13. Certificates**

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

**14. Certificates**

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.

**15. Service & Support**

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

**16. Service & Support**

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

**17. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**A. EVALUATION OF BID/ SHORT FALL DOCUMENTS:**

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All the offers will first be scrutinized to see whether they meet the basic requirements as incorporated in the bid document. Purchaser will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/ confirmation, if any. After evaluation of the uploaded documents, shortfall/clarification documents, if required, shall be sought from all the bidders. For shortfall/ clarification only 01 (ONE) chance will be given. The time period for reply to the clarification will be for 3 (SEVEN) days only. Non receipt of communication from GeM will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload and submit the requested documents, if any, within the specified period. Bidders are hereby informed that all correspondence with them during the pre-contract stage shall be without any commitment whatsoever. North Eastern Coalfields reserves the right to verify any of the documents uploaded by the bidder at any stage.

NOTE: The submission of forged document, if any, by the bidder(s), shall be dealt as per extant guideline of GeM GTC and ATC.

- B. ONLY INDIAN MANUFACTURERS (OEM) HAVING VALID MANUFACTURING LICENSE OR THEIR AUTHORIZED DEALER WITH VALID AUTHORIZATION LETTER CAN PARTICIPATE IN THE TENDER.**
- C. The quoted rate should be F.O.R destination inclusive of all expenses i.e parking, handling, transportation, transit insurance etc. The material to be delivered at Central Stores Margherita within specified delivery period as mentioned in bid document to meet our very urgent requirement. No delivery extension can be given.**
- D. OEM must have Authorized Dealer/Distributor in local area with valid trade Certification.**
- E. The bidder should submit undertaking that the offered product comply with tender requirements & specification and comply latest norms related to the product.**
- F. The bidder should provide a sample E-rickshaw with their dealer in the district of Tinsukia, so that inspection of the sample model can be done from our end.**

**G. "Satisfactory Performance"** means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/ contracts for a minimum period of one year (as the case may be) from the date of commissioning. In case supply orders/ contracts do not have provision for guaranteed annual availability, the bidder will submit



satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/ contracts against which these equipment were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self-certification claiming satisfactory performance of the equipment supplied

**H. Payment Terms:** 100 % payment will be made after complete supply, installation, testing commissioning of ordered materials & receipt of Performance Bank Guarantee valid for 38 months from the date of commissioning. To note Bills uploaded through GeM portal only.

**I. ADDITIONAL WARRANTY CONDITION :**

The bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality, workmanship of the materials for a period of **36 months** from the date of receipt, and acceptance of materials at ultimate destinations. The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost on site of installed system. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier without any extra cost to North Eastern Coalfields and within 10 days of issue of letter for replacement. If the seller fails to complete rectification within defined time limit, penalty of 0.5% of the product price shall be charged as penalty for each week delay from the seller from the Performance Bank Guarantee subject to a maximum of 10% of the contract value, after which the buyer shall have the right to get the rectification service done from alternate sources at the risk and cost of seller. As for determination of unit price of each item, the buyer will/can seek detail price break up of all input items/Components /consumables/spares sought from your end after opening of price bid in GeM portal.

**J. SECURITY DEPOSIT : PERFORMANCE SECURITY/EPBG AS REFERRED IN BID DOCUMENT**

The Successful Bidder will be required to deposit as Security Money equivalent to **5%** of the landed value of the order (including taxes, duties and other charges to the FOR Destination price) without having any ceiling in the form of Bank Draft/Bank Guarantee within 15 days from the date of order and shall be valid till successful execution of order. Bank Guarantee Format is given in Annexure below. In case the firm fails to deposit the Security Money, the order shall be cancelled 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, if submitted in the form of Bank Guarantee (Annexure Given Below) shall be issued by a scheduled Bank and shall be irrevocable and unconditional and NEC, CIL shall have the powers to invoke it notwithstanding any dispute or difference between supplier and NEC, CIL pending before the court, tribunal, arbitrator or any other authority. For successful Bidder, Security Money shall be refunded within 30 (Thirty days) of satisfactory execution of the Supply order/contract Security Money may be converted into Performance Bank Guarantee (PBG wherever PBG is required in the NIT. Wherever Security Money shall be treated as performance coverage of the supply order/contract, the operation of Security Money BG/PBG shall be guided by the stipulated Performance Bank Guarantee clause of the NIT. State/ Central Govt. Organizations/ PSU & valid DGS & D firms (registered for the tendered items) are exempted from submission of Security Deposit. For claiming exemption the firms will have to upload the scanned copy of the documents, attested (Attested by Notary Public) photocopies of complete valid registration certificate with DGS&D for tendered items (valid on the date of online opening of Cover-I & II). The list of items to be attached. No exemption from Security deposit shall be allowed for MSMEs including NSIC registered firms.

**K. PERFORMANCE BANK GUARANTEE:**

The successful bidder shall furnish a Performance Guarantee equivalent to **5%** of the total value of the supply order /contract (by adding Excise Duty and GST etc (as applicable) to the FOR destination price of the equipment ordered, in case of suppliers from purchaser's country and the estimated Marine Freight & Insurance, port charges and Customs Duty etc., in case of imported items). The performance bank guarantee shall be rooted through SFMS Platform of ICICI bank only as detailed herein : BANK NAME - ICICI, ACCOUNT NO -271805000294, IFSC -ICIC0002718, MICR-786229502, BRANCH ADDRESS- RAJDEEP COMPLEX ,SEGUNBARI, MARGHERITA ,ASSAM, PIN 786181. This Bank Guarantee shall be initially valid for a period of **38 months** from the date of installation & commissioning of the equipment.

**L. TO NOTE :**

**FOR ANY KIND OF BANK GUARANTEE IN THE FORM OF PERFORMANCE SECURITY DEPOSIT, SECURITY DEPO**

SIT AND EMD SHALL BE IN OUR ICICI ACCOUNT NO. 271805000294, IFSC CODE ICIC0002718

ALL EMD ,SECURITY DEPOSIT AND PERFORMANCE SECURITY IN THE FORM OF RTGS/BANK DEPOSIT SHOULD BE DEPOSITED IN OUR SBI CURRENT ACCOUNT NO.00000032887761865,IFSC CODE SBIN0005787

IN BOTH CASES BENEFICIARY WILL BE "COAL INDIA LTD,MARGHERITA"

ANY MODE OTHER THAN THIS WILL NOT BE ACCEPTED.

#### M. MII DOCUMENTS (CLASS I & CLASS 2 ):

Bidders are requested to provide certificate from OEM of quoted products regarding percentage of local content of the offered item along with details of locations at which the local value addition is made in support of seeking purchase preference to Make In India product. along with detail of Indian content in overall offered complete system.

#### N. BILLING PROCEDURE :

All bills should be raised in the name of :

" NORTH EASTERN COALFIELDS, COAL INDIA LTD, MARGHERITA , GSTN NO. 18AABCC3929J1ZJ " ONLY.

#### O. LOWEST PRICE CERTIFICATE:

The tenderer should submit a certificate and upload the same with the offer in the format enclosed at **Annexure** below for item. The Supplier must submit a certificate along with the bill(s) in the following format for item:

*"It is certified that we have 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 organizations during the currency of the contract."*

#### ANNEXURE- 1 : FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT/PERFORMANCE SECURITY .

In consideration of M/s. North Eastern Coalfields , Coal India Limited PO - Margherita, Dist. - Tinsukia (ASSAM) (hereinafter called the Company) having agreed to exempt M/s. \_\_\_\_\_ from the demand, under terms and conditions of an agreement/order No. \_\_\_\_\_ date \_\_\_\_\_ made between the company and the said contractor(s) for \_\_\_\_\_ (Hereinafter called " the said description of the agreement/order") of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said agreement , on production of a Bank Guarantee for Rs .....(Rupees..... Only).

1. We \_\_\_\_\_ (indicate the name of the Bank with address) (Hereinafter referred to as "the Bank") at the request of the contractor(s) do hereby undertake to pay to the company an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

2. We \_\_\_\_\_ ( indicate the name of the Bank ) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company , by reason of breach by the said contractor ( of any of the terms and conditions contained in the said agreement or by reason of the said contractor (s) failure to perform the said agreement . Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_

3. We undertake to pay to the company any money so demanded notwithstanding any dispute or disputes raised by the said contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said contractor (s) shall have no claim against us for making such payment.

4. We \_\_\_\_\_ ( indicate the name of the Bank ) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the \_\_\_\_\_ (Date). we shall be discharged from all liability under this Guarantee thereafter.

5. We \_\_\_\_\_ ( indicate the name of the Bank ) further agree with the company \_\_\_\_\_ the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) 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 said contractor (s) and to forbear or not enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us all . 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 due to the company and the company may demand.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor (s).

7. The Bank has under its constitution power to give this guarantee and Mr. \_\_\_\_\_ who has signed it on behalf of the Bank has authority to do so.

8. We, \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing. Dated the .....day of .....  
.....

Signature of the authorized person

For and on behalf of the Bank

Seal of the Firm

#### **ANNEXURE- 2 : FORMAT FOR PERFORMANCE BANK GUARANTEE FORMAT**

M/S. ....a company having its office at .....  
(Hereinafter, called the seller) has entered into a contract No... .....dated  
..... (Hereinafter called the said contract) with North eastern Coalfields (herein after the purchaser) to supply stores/materials on the term and conditions contained in the said contract.

1. It has been agreed that hundred percent(100%) payment of the value of the order will be made to the Sellers in terms of the said contract on the Seller furnishing to the purchaser is Bank Guarantee for the sum of Rs..... equivalent to 5% value of the stores/materials supplied by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by purchaser by reason of any breach by the said seller of any of the terms and conditions in the said contract. The \_\_\_\_\_

\_\_\_\_\_ Bank having its office \_\_\_\_\_ has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We \_\_\_\_\_ Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said seller of any of the terms and conditions contained in the said contract or by reason of the seller's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. We shall not withhold the payment on the ground that the seller

r has disputed its liability to pay or has disputed the quantum of the amount or that a ny arbitration proceeding or legal proceeding is pending between the purchaser and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding .....

3. We, ..... Bank Limited, further agree with the purchaser, that the purchaser, shall come into force from the date hereof and shall remain in full force and effect, during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharges the guarantee . Unless a demand or a claim under

this guarantee is made on us in writing on or before the \_\_\_\_\_ (Date to be given) \_\_\_\_\_ and unless the guarantee is renewed or a claim is preferred against the bank within \_\_\_\_\_ (months from the date of the bank guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We, \_\_\_\_\_ Bank Limited, further agree with the purchaser, that at the purchaser, shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser against the seller and to forbear to enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said seller or for any forbearance, act or omission on the part of the purchaser, or any indulgence by the purchaser, to the seller or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the bank beyond then period specified above, the Bank shall pay to the purchaser the said sum of Rs..... ...(Specify the amount) or such lesser sum as may then be due to the purchaser and as the purchaser may demand.

5. We, \_\_\_\_\_ Bank Limited, lastly undertake not to revoke this guarantee during its currency except with the previous content of the purchaser, in writing.

6. The Bank has under its constitution, power to give this guarantee and Mr. \_\_\_\_\_ Manager, who has signed it on behalf of the bank has authority to do so. This Bank guarantee will not be discharged due to the change in the constitution of the Bank or the contractor, dated \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_

Signature of the authorized person  
For and on behalf of the Bank  
Seal of the Firm

## 18. **Warranty**

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

## अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.

12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**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.**

[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---**