

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	28-10-2025 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	28-10-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Coal
विभाग का नाम / Department Name	Coal India Limited
संगठन का नाम / Organisation Name	Eastern Coalfields Limited
कार्यालय का नाम / Office Name	West Bengal
कुल मात्रा / Total Quantity	4000
वस्तु श्रेणी / Item Category	DGMS Approved Self Contained Self Rescue 60 min duration
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	DGMS Approved Self Contained Self Rescue 60 min duration
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Self - Contained Self - Rescue (SCSR) as per IS 15803, Self - Contained Drinking Water Coolers (V3) as per IS 1475
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Self - Contained Self - Rescue (SCSR) as per IS 15803</li> </ul>
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	<p>Experience Criteria, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Compliance of BoQ specification and supporting document</p> <p>*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</p>

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within <b>21</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	4333000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	6

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

#### लाभार्थी /Beneficiary :

GM(MM)/HOD

Eastern Coalfields Limited (A Subsidiary of Coal India Limited) A Government of India Undertaking Office of the Chairman-Cum-Managing Director, Materials Management Deptt - (Purchase) Wing, Sanctoria, PO- Disergarh, Distt- Paschim Burdwan, West Bengal (Pin No. 713333)  
(Eastern Coalfields Limited)

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

#### एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
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#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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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 Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. 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.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. 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.

6. 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.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

### **DGMS Approved Self Contained Self Rescue 60 Min Duration ( 4000 set )**

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

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स चार्ज (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

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

**प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Kundan Kumar	713360,Sodepur Central Stores, Post - Sundarchak, Dist - West Burdwan, West Bengal, Pin - 713360	4000	90

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

**1. Scope of Supply**

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

**2. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**3. Generic**

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

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

**4. Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

**5. 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

**6. Generic**

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

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

## 7. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NOT APPLICABLE

Post Receipt Inspection at consignee site before acceptance of stores:  
GM (SAFETY) OR HIS AUTHORISED REPRESENTATIVE

## 8. 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.

## 9. 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.

## 10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. **SECURITY DEPOSIT:** The successful bidder shall be required to furnish **Security Deposit** for an amount of Five percent (5%) of the total landed value of the contract including all taxes, duties and other costs and charges.

The Security Deposit shall be deposited through RTGS / NEFT / IMPS /e-BG (GeM Format) /other digital modes or in the form of a Bank Guarantee as per format enclosed as **Annexure - A** of Buyer Uploaded ATC Docs. , issued/ confirmed from any of the RBI Scheduled Commercial banks in India in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.

The Security Deposit shall be in the same currency(ies) in which contract is to be signed.

**The address and other details (including telephone no.) of the controlling officer of the issuing bank should be included in Bank Guarantee**

Security Deposit will be released with the approval of competent authority after completion of supplies and acceptance of material by the consignee in case of supply contract / rate/running contracts or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning on part of the supplier and PBG.

If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of Notification of Award / placement of Order, another opportunity shall be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within the extended security deposit submission period i.e. within 30 days from date of Notification of Award / placement of Order, the submission of Security Deposit shall be waived, as the purpose of submission of SD is fulfilled.

In cases where the supplier does not submit the Security Deposit (SD) in time, the SD amount will be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full SD amount is deducted.

In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of Notification of Award / placement of Order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 5% of the contract value.

All Central/State Government Organization/PSUs, Govt. Ministries, Departments, Attached and Subordinate Offices, Autonomous bodies formed by the government, shall be exempted from submission of Security Deposit.

2. **PERFORMANCE BANK GUARANTEE (PBG):** The successful bidder shall be required to furnish a Performance Guarantee (in the format enclosed as **Annexure - B of Buyer Uploaded ATC Docs.**) equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.

The performance Bank Guarantee shall be valid for period of 08 years plus 03 months from the date of acceptance of material. Initially the supplier will have to furnish Performance Bank Guarantee valid for a period of 24 months which shall be extended periodically from time to time till completion of 08 (Eight) years guarantee/warranty period plus 03 (Three) months beyond. The validity period of the bank guarantee shall be extended for minimum period of 24 (Twenty Four) months at a time. It will be the responsibility of the supplier to extend the validity of the bank guarantee 03 (Three) months prior to the scheduled expiry of the Bank Guarantee failing which ECL will have liberty to encash the Performance Bank Guarantee.

The Performance Guarantee shall be in the form of a Bank Guarantee issued by issued/ confirmed from any of the RBI Scheduled Commercial banks in India in the prescribed format on a non-judicial stamp paper.

**The address and other details (including telephone no.) of the controlling officer of the issuing bank should be included in Bank Guarantee**

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

The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period, no claim pending and fulfilment of all contractual obligations. In the event of breach of a contract / failure of fulfilment of contractual obligations by the supplier, the Performance Bank Guarantee shall be forfeited and encashed / credited to ECL's account.

**3. SUBMISSION OF SDBG/PBG:**

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

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

**(b) SFMS:** "The Bank guarantee issued by the Issuing Bank on behalf contractor/supplier in favour of "Eastern Coalfields Ltd" shall be in paper form as well as issued under "Structured Financial Messaging System". The message will be sent to the beneficiary Bank through SFMS in IFN760 COV or IFN767 COV message type. The details of beneficiary for issue of BG under SFMS platform is furnished below:-

SMS FIELD NO.	DETAILS	
7035	IFSC Code	ICIC0000291
7036	Beneficiary Bank	ICICI Bank Ltd
	Branch	Murgasol, Asansol
	Address	Ground floor, Plot No.793, Murgasol, G.T.Road, Asansol- 713303
	Bank Account No.	029105005131
7037	Cust. ID of Beneficiary	ECL554567270



7038	Area/Dept.	
7039	NIT/Work order/LOI No.	

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

a b c d e f g h i j k l m n o p q r s t u v w x y z  
A B C D E F G H I K L M N O P Q R S T U V W X Y Z  
0 1 2 3 4 5 6 7 8 9  
/ - ? : ( ) . , ' + { }

All SMS fields have to be mandatorily filled up and no field is to be left blank.

- The above particulars are to be incorporated by the issuing bank properly for issuing BG under SFMS mode to avoid any problem in future”.

Original Bank guarantee issued by the issuing bank shall be sent by the Issuing bank to concerned Department/Area by Registered Post(AD).

#### 4. Risk Purchase

- a) In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, ECL shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. The cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the ECL and/or in any other Subsidiary Companies / CIL.
- b) Risk purchase action may be initiated as a last resort, under any of the following conditions:
  - (i) When the supplier fails to deliver the materials even after extending the delivery period.
  - (ii) When the supplier fails to respond to purchaser’s request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
  - (iii) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

- 5. **Price Fall Clause:** If the contract holder reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the contract, at a price lower than t

he contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract be amended accordingly.

- 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 (bidder may opt to mask the price portion and shall submit an undertaking that prices copy will be submitted on being L1 after opening of Price Bid/Reverse Auction) for the tendered / similar item(s) received by them from any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer

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

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

- iii. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- iv. The supplier shall submit a certificate along with the bill(s) as under:-

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

6. **LETTER OF BID (LOB):** The bidder shall furnish the Letter of Bid in the format enclosed in **Annexure - C** of the Buyer Uploaded ATC Docs in their company letterhead. The LOB should be signed by an authorized person of the company.

7. **PRE CONTRACT INTEGRITY PACT:**

The bidders will have to upload duly filled in and signed copy of the Pre Contract Integrity Pact along with their offer which may be:-

- a. Either Physically signed (duly signed by the bidder along with the name, address & sign

ature of the witnesses at the last page and the scanned copy of the same is to be uploaded)

Or

- b. Digitally signed (using a Digital signature which is an electronic signature used to authenticate the identity of the signer and to ensure that the original content of the document remains unchanged.)

Integrity Pact to be submitted as per prescribed format given as **Annexure - D** in Buyer Uploaded ATC Docs, failing which their offer may not be considered.

In terms of the Integrity Pact, the Independent External Monitor(s) (IEMs) nominated for this tender are as follows:

1. Shri S Srinivasan, IAS (Retd), Flat no. D 5 – 107, Block no. 5, V Floor, Kendriya Vihar, B. B. Road (Bangalore Bellary Road), Yelahanka, Bangalore 560064. Mobile – 9483536100

Email - [s.srinivasan1980@gmail.com](mailto:s.srinivasan1980@gmail.com)

2. Shri. A. K. Garg ITS (Retd), E-13, Sector – 55, Noida Pin – 201301, Mobile – 9868211000 Email - akarg1654@gmail.com

8. **Liquidated Damages:** LD shall be levied at 0.5% (half percent) of the price (including taxes and duties) of the goods/ services which the contractor has failed to deliver within the period fixed for delivery for each week or part thereof subject to a maximum of 10% of the total contract value. In contracts governed by price variation clause, the liquidated damages will be applicable on the prices as varied by the operation of the price variation clause.

9. **Jurisdiction:** Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the tenders have been invited. All the dispute/claims arising out of the contract entered into with contractor will be subject to the jurisdiction of Courts of “Asansol” from where the contract has been issued.

The Courts in whose territorial jurisdiction the place from where contract is being issued is located i.e. Asansol shall be competent to deal with any matter arising out of this Purchase Order/Contract.

10. **TReDS:** Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporates. ECL has on boarded TReDS platform through (1) Receivables Exchange of India Ltd (RXIL) (URL - <https://www.rxil.in/Home/Index>) (2) A-TReDs (URL - [ww](http://www.ww)

[w.invoicemart.com](http://w.invoicemart.com)) (3) Mynd Solutions (URL - [www.m1xchange.com](http://www.m1xchange.com)). MSE bidders willing to get payment thro' this system may get registered on the above TReDS platform and confirm in offer and the same would be mentioned in the purchase order. The bidder may contact (1) Mrs. Upasana Majumder, BD-AR M, RXIL, Mob: [+91 8697212759](tel:+918697212759) ([upasana.majumder@rxil.in](mailto:upasana.majumder@rxil.in)) (2) Mrs Monalisa Das Nath, Dy VP, Mynd Solutions, Mob: [+91 8100551223](tel:+918100551223) ([monalisa.das@m1exchange.com](mailto:monalisa.das@m1exchange.com)) (3) Mr. Subhas Chakraborty, RM, A-TReDS, Mob: [+91 9681193155](tel:+919681193155) ([Subhas.Chakraborty@invoicemart.com](mailto:Subhas.Chakraborty@invoicemart.com))

11. **Provenness Criteria and Other Conditions:** Provenness Criteria and Other Conditions shall be as per **Annexure - E** of the Buyer Uploaded ATC Docs.

12. **Guarantee/warranty:** Guarantee/warranty period of the item shall be 08 (Eight) years from the date of receipt and acceptance by ECL. You shall be responsible for any defects that developed during the guarantee/warranty period. If found defective (in any respect) during the guarantee/warranty period free replacement is to be made by you within 15 days from date of the complaint, without any extra cost to ECL on door delivery basis. If the material supplied is found to be defective (in any respect) at any point of time during the shelf life/service period of 08 years and replacement is not made within 15 days from the date of complaint, if fail action for encashment of PBG shall be undertaken. Further, other punitive action as may be required in terms of provision of the Bid/contract & the Purchase Manual/GeM Guideline against the supplier will also be undertaken.

13. **Delivery period** - 90 days from issue of Purchase Order.

14. **Documents to be submitted** - Duly notarized documents mentioned as below should be scanned and uploaded with the offer. Invalid certificates shall not be considered for evaluation purpose.

- a) Technical Literature/Leaflet/Drawing etc.
- b) DGMS approval for Self-Contained Self Rescuer (SCSR) 60-minute Duration. (Quoted model)
- c) Test Certificate conforming to standard (Type Test Report) from Govt. or NABL accredited lab.
- d) Provenness documents with Satisfactory Performance Certificate.

15. **Provisions of CIL's Purchase Manual:** The provisions of CIL's Purchase Manual and its subsequent amendments (Available on CIL's website, [www.coalindia.in](http://www.coalindia.in)) prevailing on the date of opening of tender shall also be applicable, if not specified otherwise in GeM Terms and Conditions / Bid document / Contract.

#### 11. **Buyer Added Bid Specific ATC**

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

### 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[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---