



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5644383
Dated/दिनांक : 25-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-12-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-12-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Coal
Department Name/विभाग का नाम	Coal India Limited
Organisation Name/संगठन का नाम	Eastern Coalfields Limited
Office Name/कार्यालय का नाम	West Bengal
Total Quantity/कुल मात्रा	72
Item Category/मद केटेगरी	Item 1 , Item 2 , Item 3 , Item 4 , Item 5 , Item 6
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	1.5 Meter long, 50 SQMM, Cable Lead with Clamp, 1.5 Meter long, 70 SQMM, Cable Lead with Clamp, 1.5 Meter long, 95 SQMM, Cable Lead with Clamp, 1.5 Meter long, 120 SQMM, Cable Lead with Clamp, 1.5 Meter long, 35 SQMM, Cable Lead with Clamp, 1.5 Meter long, 10 SQMM, Cable Lead with Clamp

Bid Details/बिड विवरण

GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	<p>Searched String: 1.5 Meter long, 50 SQMM, Cable Lead with Clamp</p> <p>PVC Insulated Copper Cable Single and Multi - Core Circular Sheathed Cable with Flexible Conductor (V2) as per IS 694, PVC Insulated Cables, Unsheathed with Rigid Conductor (V2) as per IS 694</p> <p>Searched String: 1.5 Meter long, 70 SQMM, Cable Lead with Clamp</p> <p>PVC Insulated Copper Cable Single and Multi - Core Circular Sheathed Cable with Flexible Conductor (V2) as per IS 694, PVC Insulated Cables, Unsheathed with Rigid Conductor (V2) as per IS 694</p> <p>Searched String: 1.5 Meter long, 95 SQMM, Cable Lead with Clamp</p> <p>PVC Insulated Cables, Unsheathed with Rigid Conductor (V2) as per IS 694, PVC Insulated Copper Cable Single and Multi - Core Circular Sheathed Cable with Flexible Conductor (V2) as per IS 694</p> <p>Searched String: 1.5 Meter long, 120 SQMM, Cable Lead with Clamp</p> <p>PVC Insulated Cables, Unsheathed with Rigid Conductor (V2) as per IS 694, PVC Insulated Copper Cable Single and Multi - Core Circular Sheathed Cable with Flexible Conductor (V2) as per IS 694</p> <p>Searched String: 1.5 Meter long, 35 SQMM, Cable Lead with Clamp</p> <p>PVC Insulated Copper Cable Single and Multi - Core Circular Sheathed Cable with Flexible Conductor (V2) as per IS 694, PVC Insulated Cables, Unsheathed with Rigid Conductor (V2) as per IS 694</p> <p>Searched String: 1.5 Meter long, 10 SQMM, Cable Lead with Clamp</p> <p>PVC Insulated Copper Cable Single and Multi - Core Circular Sheathed Cable with Flexible Conductor (V2) as per IS 694, PVC Insulated Cables, Unsheathed with Rigid Conductor (V2) as per IS 694</p>
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">• PVC Insulated Cables, Unsheathed with Rigid Conductor (V2) as per IS 694• PVC Insulated Copper Cable Single and Multi - Core Circular Sheathed Cable with Flexible Conductor (V2) as per IS 694
BOQ Title/बीओक्यू शीर्षक	Cable Lead with Clamp
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)

Bid Details/बिड विवरण	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Item 1
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 21 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Experience Criteria: In respect of the filter applied for 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 number of Financial years as indicated above in the bid document 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 Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
4. 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.
5. 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.
6. 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

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Item 1	12
Schedule 2	Item 2	12
Schedule 3	Item 3	12
Schedule 4	Item 4	12
Schedule 5	Item 5	12
Schedule 6	Item 6	12

Item 1**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sudipta Maity	713363,Area Office Jhanjhra Area Faridpur Puchim Burdwan WB	12	30

Item 2**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Sudipta Maity	713363,Area Office Jhanjhra Area Faridpur Puchim Burdwan WB	12	30

Item 3

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Sudipta Maity	713363,Area Office Jhanjhra Area Faridpur Puchim Burdwan WB	12	30

Item 4

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Sudipta Maity	713363,Area Office Jhanjhra Area Faridpur Puchim Burdwan WB	12	30

Item 5

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Sudipta Maity	713363,Area Office Jhanjhra Area Faridpur Puchim Burdwan WB	12	30

Item 6

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sudipta Maity	713363,Area Office Jhanjhra Area Faridpur Puchim Burdwan WB	12	30

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

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. 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 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

3. 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 %.

4. Generic

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

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

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**

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

7. **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 1 year 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.

8. **Generic**

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:

required for day to day various electrical jobs and installation/extension/general maintenance or repair in underground coal mine of J.P. Colly. under Jhanjra Area, ECL

9. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

for successful installation of the offered items

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10. **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.

11. **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.

12. **Scope of Supply**

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

13. **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.

14. **Service & Support**

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

15. **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):

NIL

Post Receipt Inspection at consignee site before acceptance of stores:
Committee formed by Competent Authority, Jhanjra Area, ECL

16. **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.

17. **Certificates**

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

As mentioned in bid and uploaded ATC

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.

19. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

20. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

21. **Buyer Added Bid Specific ATC**

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

22. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **Proven-ness criteria:** The offered item shall be considered proven provided it meets Proven-ness criteria noted below; otherwise the offer shall be liable for rejection. The decision of ECL for considering any firm as proven will be final and binding upon the tenderers. Bidders should upload scanned copies of documents in support of proven-ness criteria. Criteria for the tendered item are given below:

“The offered/tendered items shall be considered proven provided that the tendered item(s) of same or similar / higher specifications/ ratings/ versions, etc. have been supplied during the last 5 years from the date of tender opening, against orders of CIL, and its subsidiaries, other PSUs, Government Departments and Private Organisations”

In a tender, either Principal Manufacturer (OEM) can quote or its authorized Indian Agent can quote but both are not allowed to participate/quote in the same tender.

2. **Supporting documents:** Photocopy of following documents, should be scanned and uploaded with the offer. Invalid certificates shall not be considered for evaluation purpose -

- a) BIS License, if any
- b) ISO certification series, if any
- c) OEM's/Principal Manufacturer's Manufacturing Licence/Certificate etc. issued by Govt. authority.
- d) Technical literature/leaflet/drawing/ graphs/characteristic curves etc., if any.
- e) Complete set of Supply Order Copies of tendered item of same / higher specifications/ ratings/ versions, etc. (P.O. copy shall not be more than 5 years old at the date of opening of bid)
- f) Letter of Bid (as per enclosed format, Annexure - 2 in their company letterhead and should be signed by an authorized person of the company)
- g) Manufacturer's Authorisation Form/Certificate for Indian Agent (as per enclosed format, Annexure - 3).

- h) Bidder shall submit Satisfactory Performance Certificate/Report (as per enclosed format in Annexure - 4) issued from the Technical HoD of the Company (i.e. Area Engineer (E&M)/Area Manager (E&M)/Staff Officer (E&M) in case of Area(s) of different Subsidiaries of CIL, SCCL) against the submitted Purchase Order copy and the submitted Purchase Order Copy shall not be more than 5 years old from the date of bid opening however, this certificate is not compulsory in case of submitted Purchase Orders were issued from MM Deptt, Jhanjra Area.
- i) Format for Pro-forma For Equipment And Quality Control, if any (as per enclosed format in Annexure - 5)

3. 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 25.07.2016 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, a **'Proforma for Equipment and Quality Control' (as per Annexure-5)** has to be enclosed in the tender documents and such MSEs/ Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability 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, manpower 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 favourable 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. in line with clarification given by Department of Expenditure, MoF vide OM No. F.20/2/2014/PPD-(Pt) dated 20.09.2016.

4. The offered specifications should match the tendered specifications failing which the offer shall be liable for rejection. The technical specifications of the offered item must be supported by technical literature/leaflet/drawings/graphs etc. Scanned copy-PDF to be uploaded and original shall have to be submitted, if required. User handbook /operation/maintenance/repair manual to be submitted along with supply of materials.
5. **Inspection:** Inspection of the supplied materials shall be done at our site by committee formed by competent authority, Jhanjra Area, ECL. Product will be accepted only after satisfactory performance of the random sample of each consignment. Performance shall be checked as per the specifications mentioned in the bid, and other conditions mentioned in the bid. Acceptance of the material shall be done on the basis of recommendation of the said committee after checking the performance. In case the performance is not found satisfactory, the firm shall be given a single chance to replace the defective materials within 07 days of intimation. If the replaced materials are not found satisfactory again the material will be returned and the said GeM Contract shall be terminated with the presence or information to the supplier. The supplier will not have any claim of payment for the said supply and the said contract shall be terminated with necessary penal action as deemed fit on basis of failure to supply of materials as per GeM Contract.
6. **EMD:** As mentioned in NIT document.

Bidders can submit the EMD with **Account Payee Demand Draft** in favour of **ECL JHANJRA PROJECT** payable at **JHANJRA**. Bidder has to upload scanned copy / proof of the DD along with bid in GeM and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

Bidder can also submit the EMD in the form of **Payment online through RTGS/internet banking**. Online payment shall be in Beneficiary name ECL JHANJRA PROJECT Account No. 5843214000003 IFSC Code CNRB0005843 Bank Name CANARA BANK Branch address JHANJHRA AREA ECL P.S. FARIDPUR DIST BARDHAMAN PO JHANJRA WEST BENGAL 713385. Bidder has to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

7. **Security Deposit:**

- a) Security Deposit has to be submitted for the **5%** value of the total landed value of the contract including all taxes, duties and other costs and charges. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- b) In case of failure to deposit the security deposit within 15 (fifteen) days from date of notification of award / placement of order, another opportunity may be given to you for submission of Security Deposit within next 15 days. If still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled. If fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firms risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other p

enal action as may be deemed fit by ECL.

- c) 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, the SD may 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. Further, 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.
- d) Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor 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 and PBG.
- e) In case contract is terminated on basis of defaulter, ECL shall be entitled to take panel action as mentioned in GeM GTC as well as in CIL Purchase Manual 2020 and their subsequent amendments if any.

Security Deposit can be submitted as GeM standard e-PBG OR in any one of the following manner:

- Ø Successful Bidder can submit the Security Deposit in the form of **Account Payee Demand Draft** also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of ECL JHANJRA PROJECT payable at JHANJRA. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy of the original DD to the Buyer within 15 days of award of contract.
- Ø Successful Bidder can submit the Security Deposit 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 ECL JHANJRA PROJECT Account No. 5843214000003 IFSC Code CNRB0005843 Bank Name CANARA BANK Branch address JHANJHRA AREA ECL P.S. FARIDPUR DIST BARDHAMAN PO JHANJRA WEST BENGAL 713385. 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.

8. Transportation: During transportation of the materials, all the precautionary measures (i.e. temperature, packaging, etc.) should be taken so that the properties of the materials shall remain as per the specifications mentioned in the Bid.

9. Provisions of CIL's Purchase Manual: The provisions of CIL's Purchase Manual 2020 and its subsequent amendments (Available on CIL's website, www.coalindia.in) shall also be applicable, if not specified otherwise in this Bid document.

Parties failing to fulfil any condition mentioned above, their respective offer will be liable for rejection without any communication further.

Disclaimer/अस्वीकरण

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.

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.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---