



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5728019 Dated/दिनांक : 27-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-01-2025 11:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	17-01-2025 11:30:00	
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	Western Coalfields Limited	
Office Name/कार्यालय का नाम	Wcl Nagpur Maharashtra	
Total Quantity/कुल मात्रा	500	
ltem Category/मद केटेगरी	BIT HOLDER, Part No. SAIPFB20025 , CUTTING BIT, Part No. SAIPFB20026 , LOCKING RING, Part No. SAIPFB20027	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	LOCKING RING, Part No.SAIPFB20027	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Body Seat Ring For Non Return Valve-IS:5312, Non Sparking Ring Slugging Spanners (V2), HYDRAULICALLY REGULATED DOOR CLOSERS, Non Sparking Double Ended Ring Spanner (V2), Non Sparking Double Ended Ring Spanner as per IS 4595, Nose Rings & Pins-Handicraft, Industrial Safety Gloves - Leather and Cotton, Shade Nets for Agriculture and Horticulture as per IS 16008 (Part 1) (Made from Tape Yarns), Pressure Sensitive Adhesive Plasticized PVC Tapes with Nonthermosetting Adhesive as per IS 7809 (Part 3 / Section 1), Shade Nets for Agriculture and Horticulture as per IS 16008 (Part 2) (Shade Nets Made from Mono Filament Yarns)	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Wilfit Spares	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छ्ट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *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/बिंड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिंड का प्रकार	Two Packet Bid
Primary product category	BIT HOLDER, Part No. SAIPFB20025
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	1020582
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	7833
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	11871
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	708

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	6

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।

- (b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.
- (c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

WCL Wani North Area SO (MM), AGM OFFICE, WANI NORTH AREA, WCL, BHALAR-445304 (Wcl Wani North Area)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
Mill Purchase Preference/एमजाइजाइ खराद वरायता	res

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 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. 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.
- 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.

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	Estimated Value	Item/Category	Quantity
Schedule 1	391642	Bit Holder, Part No. Saipfb20025	100
Schedule 2	593540	Cutting Bit, Part No. Saipfb20026	200
Schedule 3	35400	Locking Ring, Part No. Saipfb20027	200

BIT HOLDER, Part No. SAIPFB20025 (100 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज		<u>Download</u>
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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	Asaari Mahender	445304,Regional Stores, WCL Wani North Area , PO UKNI, Tahsil WANI Dist Yavatmal (MS)Pin 445 304	100	90

CUTTING BIT, Part No. SAIPFB20026 (200 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download	
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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	Asaari Mahender	445304,Regional Stores, WCL Wani North Area , PO UKNI, Tahsil WANI Dist Yavatmal (MS)Pin 445 304	200	90

LOCKING RING, Part No. SAIPFB20027 (200 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Asaari Mahender	445304,Regional Stores, WCL Wani North Area , PO UKNI, Tahsil WANI Dist Yavatmal (MS)Pin 445 304	200	90

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

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

3. Scope of Supply

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

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- **1.Delivery schedule:-** Delivery to be completed within 90 days from the date of issue of order.
- **2.Guarranty/Warranty:-** Material shall be guaranteed for satisfactory perform ance, for a period of one year from the date of fitment / Commissioning or 18 m onths from the date of receipt and acceptance of materials by consignee which ever is earlier.
- **3.Fitment Guarantee:** Bidders to certify that their products are exact replace ment of/fully interchangeable to the original parts and will fit and function on the equipment for which these are required without any modification.

4. Technical Specification:-

Sr. No	Short Text	Manufacturer Part No.	Total Quantity
1	BIT HOLDER	SAIPFB20025	100 Nos
2	CUTTING BIT	SAIPFB20026	200 Nos
3	LOCKING RING	SAIPFB20027	200 Nos

5. Mode of Procurement:-

For proper one to one fitment guarantee & reliability of the pump, spares are ne

eded to be procured from OEM on proprietary basis. OEM is M/S Utkal Innovatives.

Only OEM is entitled to quote against this tender. In case OEM doesn't supply m aterial directly to CIL or its subsidiaries as a matter of policy, they may nominat e Distributor/Dealer/Agent for a particular subsidiary (in the instant case for We stern Coalfields Limited) and on such authorization, procurement shall be made from such Distributor/ Dealer/ Agent.

Distributor/ Dealer/ Agent is required to submit specific authorization in original from the manufacturer to quote against this tender, failing which their offers shall not be considered.

6. Clarification of Bids/ Shortfall/ Confirmatory Documents:

After evaluation of the uploaded documents, shortfall documents, if required, s hall be sought from the bidder. For this purpose, **maximum 1 chance** shall be given. The time period for the clarification will be 7x24 hrs given to the bidde rs to upload these clarifications / shortfall documents.

The bidder will upload the requested documents within the specified period an d no additional time will be allowed in this regard for on-line submission of doc uments after the maximum 1 chance, of 7x24 hours duration. If the bidder doe s not comply or respond by the specified date & time, his tender will be liable t o be rejected.

The shortfall information/documents shall be sought only in case of historical documents as per GeM provision/rules.

7. Payment terms:100% Payment shall be released within 21 days after rece ipt and acceptance of the goods at the consignee's end or submission of bills by the supplier along with all requisite documents as per provisions of Purchase order/ contract, whichever is later.

Note: All MSME vendors/supplies are advised to get themselves registered on TReDS platform (www.treds.in) or on www.rxil.in and avail the facility of the TR eDS.

- **8.PAYING AUTHORITY**: Area Finance Manager ,Wani North Area, Office of the Area General Manager, Wani North Area, Bhallar-445304
- 9. Submission of Bills: The supplier will submit the following documen ts along with bills to the paying authority:
- a. Four copies of the Supplier's invoice, Pre-Receipted and Stamped showing C ontract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- b. Receipted Challan/ Consignment Note of all the consignments.
- c. Manufacturer's Test / Inspection Certificate (if applicable)
- d. Manufacturer's Warranty /Guarantee Certificate.
- e. Lowest Price Certificate
- f. Any other document(s) required as per contract / Technical specifications of the bid / contract.

10. Security Deposit: -

E-PBG for 5%, as indicated in bid document is towards security deposit and to be deposited as per GeM provision. Security Deposit (E-PBG-5%) will be releas ed after successful completion of supplies and acceptance of the material as p er contractual terms and submission of performance bank guarantee. All Central /State Government Organization/PSU shall be exempted from submission of security deposit and earnest money deposit . OEM/OES shall be exempted from security deposit and earnest money deposit in case of procurement of spare parts for their equipment against Single tender enquiry/O pen/Limited tender

11. **Guarantee / Warrantee** should be valid minimum for a period of 12 mont hs from the date of commissioning / fitment or 18 months from the date of rec eipt and acceptance of materials at ultimate destination, whichever is earlier.

12. Bidder to submit the following commercial documents along with their offer / bid documents in addition to documents sought in technic al specification:

- (i) Technical Support & Services Certificate as per Annexure "K"
- (ii) Documents in support of Eligibility (documents as applicable for Manufactur er / Indian Agent including **Annexure "B" and Annexure "C**", as the case may be).
- (iii) Non Banning Certificate/Declaration as per Annexure "D"
- (iv) Price Fall Clause as per Annexure-"F"
- (v) Lowest price Certificate as per Annexure "G"
- (vi) Guarantee /Warranty Certificate as per Annexure "H"
- (vii) No Deviation Certificate as per Annexure "I"
- (viii) Fitment Certificate as per Annexure "J"

Annexure "A"

SELF CERTIFICATE TOWARDS LOCAL CONTENT

(To be submitted by the Local supplier choose any one below condition, as applicable)

(1) This is to certify that we fall in the category of Class I Local Supplier and the Goods offered by us against this tender has the local content equal to or more than 50%. The details of Location(s) at which the Local value addition is made are as under:

OR

(2) This is to certify that we fall in the category of Class II Local Supplier and th

e Goods offered by us against this tender, has the local content of more than 2 0% but less than 50%. The details of Location(s) at which the Local value addition is made are as under:

Value addition is done at the following location:

Address of Location / Factory _______

Authorized Signatory of
Local Supplier
Date:

Seal of the firm

(Note: 1. To choose any one above condition, as applicable)

NOTE: - In cases of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local Supplier' / 'Class - II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the c ase of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percenta ge of local content

ANNEXURE - "B"

FORMAT FOR AUTHORIZATION TO BE SUBMITTED BY THE INDIAN AGE NTS: (to be typed on the Principals letter head and should be pre dated(prio r to tender opening date and properly signed)

То

General Manager (MM)

Western Coalfields Ltd

Dear Sir.

We, M/s. (.... name of the Principal firm......) represented by the undersigne d, Mr/Ms...... Director/ Partner /Legal Attorney / Proprietor /Employee / Accredited Representative hereby authorize M/s. _______ (Name of the Bidder firm) to participate in the tender and submit the offer and enter into contract / Supply order, on our behalf against this tender. This authorizati on is valid till the successful execution and completion of contract period against this tender. We further confirm that:

- 1. As a matter of our corporate policy, we do not quote directly to any organiz ation in India (except in situations like supplies to OEM / OES / OPM, supplies of spares and consumables bundled with supply of equipment, supplies to custo mers not covered by dealer network due to geographical/ logistics constraints). If, subsequently, at any stage, it is found that we have quoted directly to any organization in India (except in situations like supplies to OEM / OES / OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints), we shall be liable for penal action as per provisions of the NIT and the CIL Purchase Manual 2020. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission may be recovered with interest.
- 2. We will accept the responsibility for the satisfactory execution of orders placed on the authorized agent including warranty/ guarantee obligations.
- 3. Wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.
- 4. The price quoted by our authorized agent will not exceed the price which we would have quoted.

In the event of placement of order on our authorized dealer , the goods suppli ed / goods offered for inspection would be accompanied by a certificate stating that the goods have been manufactured by us.

We further confirm that No agent / Middle man / Liasoning agent or any entit y in any name other than our authorized Indian Agent is involved in the proces s of procurement of goods and services against this tender. If subsequently at any stage, it is found that false certificate is given, we shall be liable for penal action.

We have never been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs.

OR

We were banned/de-listed/debarred/'Put on Holiday' by the organization name d "------- year/s, effective from ------ to ------for ------ (the reasons to be mentioned).

Signature of Authorized signatory of Principal Date &Seal of the firm

ANNEXURE - "C"

UNDERTAKING TO BE SUBMITTED BY THE INDIAN AGENTS (To be typed on the Indian agent letter hea d) To Staff Officer (MM) Western Coalfields Ltd, Wani North Area Dear Sir. Against the Tender no: ______, we have quoted as the authorize d dealer / indian agent of M/s. _____ who is the manufa cturer of the offered products. We confirm that we will be responsible for all the contractual obligations including the quality aspects, replacement of parts / ite ms, warranty / guarantee obligations and also provide the after sales and servi ces. We have submitted the following documents. Tender specific authorization from the Principal including the specific confirmati ons as required as per the terms of the NIT. Self attested copies of the Manufacturing credentials of the Principal to establish the principal is the manufacturer of the offered items alongwith the ce rtificate for Local content issued by the Local Supplier The self attested copy of the documents to prove that our business entity is exi stence for 3 years on the date of tender opening. Signature of Authorized Dealer / Indian Agent Date: Seal of the firm

BANNED OR DELISTED OR DEBARRED OR PUT ON HOLIDAY SUPPLIERS DECLARATION - Annexure -"D"

This is to certify that we have not been banned or de-listed or debarr ed or 'Put on Holiday' by any Government or quasi-Government agenc ies or PSUs.

Signature of Bidder

Date:

Seal of the firm

OR

If bidder has been banned / Delisted /Debarred/ Put on Holiday, by any Gover nment or quasi- Government agencies or PSU, then bidder has to indicate the details below:

Name of the Organisation which has banned the bidder:

Ban Period:

Reasons for BANNING OR DELISTING OR DEBARRING OR PUT ON HOLIDAY:

Signature of Bidder

Date

Seal of the firm

Note: In case the bidder is an authorized dealer/distributor, BOTH manufacture r as well as authorized dealer/distributor has to submit the "Banned or Delisted or Debarred or Put on Holiday" declaration as per format above.

PRICE FALL CLAUSE

Annexure- "F"

If the contract holder reduces its price or sells or even offers to sell the contract ted goods or services following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically red uced with effect from that date for all the subsequent supplies under the contract and the contract be amended accordingly.

The provisions of price fall clause will however not apply to the following:

- i) Export/Deemed Export by the supplier.
- ii) Sale of goods or services as original equipment prices lower than the price c harged for normal replacement.
- iii) Sale of goods such as drugs, which have expiry date.
- iv) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts e ntered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodi

es.

Note:

- a. The currency of contract will mean the period till completion of supply.
- b. The bidder will be asked to submit a copy of the last (latest) purchase order for the tendered / similar item(s) received by them from any Organization/ Mini stry/ 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 as applicable
- c. It shall be responsibility of the supplier to inform the purchaser of offer to su pply / 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 Subsidi aries or other PSU or any other private organization during the currency of the contract.
- d. The supplier shall submit a certificate along with the bill(s) that it has not off ered to supply / supplied the ordered/ similar item(s) at a lower rate to any org anization / Ministry / Department of the Govt. of India or Coal India Ltd' and/or its Subsidiaries or other PSU or any other private organization.
- e. The provisions of fall clause will however not apply for purchase value up to Rs. 2.00 lakh.

Signature of Bidder

Date:

Seal of the firm

Annexure-"G"

LOWEST PRICE CERTIFICATE

This is to certify that the prices quoted/charged by us for the offered/supplied items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization.

Signature of Bidder

Date:

Seal of the firm

Annexure H

Guarantee /Warranty Certificate

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The guarantee / warranty of items shall be 12 months from the date of fitment in the machine or 18 months from the date of receipt and acceptance of the m aterial at consignee's end, whichever is earlier. The supplier shall be responsible e for any defect that may, under the condition provided f or by the contract an d under proper use, arise due to faulty materials, design or workmanship (exc l uding normal wear and tear) and shall remedy such defect at his own cost. If it becomes so neces sary for the supplier to replace or to renew any defective pa rt, such replacement or renewal shall be made by the supplier 100% free of co st without any extra cost to Western Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost. Warranty replacement shoul d be completed within a reasonable period, maximum within one month from t he date of claim for indigenous goods and within three months from the date o f claim of imported goods free of cost u p to ultimate consignee's end. All case s of warranty replacement to be decided on the basis of join t inspection Signat ure of Bidder Date: Seal of the firm No Deviation Certificate (Annexure-I) We d eclare that there would not be any deviation from the terms and conditions in t he offer sub mitted by us against the present Bid.

Date:		

Signature of Bidder

Annexure- "I"

Seal of the firm

No Deviation Certificate

We declare that there would not be any deviation from the terms and conditions in the offer sub mitted by us against the present Bid.

Signature of Bidder
Date
Seal of the firm

Annexure-"J"

Fitment Certificate

We certify that offered products are exact replacement of / fully interchangeab
le to the original parts and will fit & function on the equipment for which these
are intended for on "one-to-one" basis without any modification and conform t
o performance parameters as per OEM specifications.

Date
Signature of Tenderer
Seal of the Firm

Annexure -"K"

Technical Support & Services Certificate

We agree for rendering prompt technical support and services to ensure fitme nt, proper usage, maintenance and satisfactory performance of supplied spare s. We shall arrange quarterly visit of our service personnel for smooth functioni ng of the supplied items.

Date

Signature of Tenderer

Seal of the Firm

Bidders please note Bank Details for EMD/SD submission

For submission of EMD/Security Deposit through netbanking/RTGS, account det ails are as follows:-

WESTERN COALFIELDS LIMITED, WANI NORTH AREA

Account No. 11212045702

IFSCCode SBIN0000504

Bank Name SBI

Branch address WANI-445304

In case of Bank Guarantee in lieu of Security Deposit or EMD, the original bank guarantee should be sent to the following

Staff Officer(MM), Wani North Area, Office of the Area General Manager, Wani North Area, PO: Bhallar-445304, Taluka: Wani, District: Yawatmal

In case of Bank Guarantee please note the following

Regarding acceptance of BG through SFMS Mode, a new format is introduced by ICIC Bank for online facility to view BG transmitted to the advisory bank through SFMS Platform. WE are pending below details required:-

Name of Beneficiary & his	Name	WESTERN COALFILEDS LTD	
Details	Area	WESTERN COALFILEDS LTD, W ANI NORTH AREA	
	Bank Account No	095805006000	
	Cust- Id of WCL Wani North	556555576	
	Beneficiary Bank	ICIC Bank	
	Branch Address	Hotel Shubham ,Kannmwar Sq uare, Near Virani Talkies, Yav atmal , Wani , Mharashta- 4453004	
	IFSC Code	ICIC0000958	
BG Advising Message	"BG Advising Message- 760VOV/767VOC via SFMS"		
(Enclosed Full Guidelines recd	Filed Number	Particular	
from ICIC Bank)	7035	ICIC0000958	
	7037	WCL556555576	

To All Participants/ Applicants

Advisory: For Applicant and its BG Issuing Bank Branch.

Not the integral part of the Physical BG

It is to be noted that along with Physical BG : we have also activated the online f acility to view the issued BG transmitted to the advisory bank through SFMS platform.

For ready reference and updating of BG in WCL portal, it is necessary that BG issuing/ amending bank send the BG advice in the form of message that 760C OV/767COV via SFMS (Structured Financial Messaging System) as provided by R BI.

In the event of BG issuing/amending bank not sending the message 760COV/76 7COV or committing any error while capturing the details at least in the below fi eld. BG confirmation through online portal would not be updated .

Request you to instruct applicants to update below details at time of submission of request to their issuing banks:

BG advising message - 760COV/767COV via SFMS

<u>Filed Number</u> Particulars

7035 ICIC0000958

7037 WCL5565555

Please note that your bank while issuing./ amending the BG, should ensure that the above information is correctly captured in BG advising message i.e. 760C OV/767COV.

Note:

If issuing bank does not adhere to advisory: WCL will not be responsible.

Bank shall mandatory use SFMS (760COV/767COV) message protocol for all do mestic BG.

Download IBA Guide Line of SFMS

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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.

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.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---