

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-09-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-10-2026 11:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Coal India Limited
संगठन का नाम/Organisation Name	Coal India Limited
कार्यालय का नाम/Office Name	North Eastern Coalfields
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :gm.nec.cil@coalindia.in Buyer Email id: saptarshi.dey@nic.in
कुल मात्रा/Total Quantity	100
वस्तु श्रेणी /Item Category	Electric Ceiling Fan (V4) ISI Marked to IS 374 (Q2)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ 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 विवरण/Bid Details	
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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	444000
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)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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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).	14

(a).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 :

COAL INDIA LTD ,MARGHERITA

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

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

एमआईआई खरीद वरीयता/MII Purchase Preference

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

3. 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.

Electric Ceiling Fan (V4) ISI Marked To IS 374 (100 pieces)

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Performance Parameters	Size of Ceiling Fan (Hint: Tolerance of ± 5 mm)	1200.0 (millimeter)
	BEE Star Rating	5 Star
Construction	Ceiling Fan Driven by	Brushless DC Motor
	Type of Fan Control/Regulator	Electronic Regulator Controlled

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Saptarshi Dey	786181,Office of the General Manager, North Eastern Coalfields Coal India Limited, Margherita Assam	100	30

Special terms and conditions-Version:2 effective from 07-07-2026 for category Electric Ceiling Fan (V4) ISI Marked to IS 374

1. The rated air delivery, stampings, blade material, bearing, enclosure, marking and safety requirements shall conform to the IS 374.
2. Please note that if the selected Type of Fan Control/Regulator is Remote Controlled, the scope of supply shall include the remote. If the selected Type of Fan Control/Regulator is Electronic Regulator Controlled, the scope of supply shall include the electronic regulator. Selection of 'NA (Without Regulator)' indicates that the scope of supply does not include either a regulator or a remote control.

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

1. **Generic**

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

DEPOT OFFICER, CENTRAL STORES
NORTH EASTERN COAL FIELDS, COAL INDIA LTD
MARGHERITA
DIST TINSUKIA
ASSAM
.

2. **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.

3. **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.

4. **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

5. **Inspection**

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

NO PRE DISPATCH INSPECTION IS ALLOWED

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

6. **Forms of EMD and PBG**

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

COAL INDIA LTD, MARGHERITA
Account No.
00000032887761865

IFSC Code
SBIN0005787
Bank Name
SBI
Branch address
MARGHERITA

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

7. Scope of Supply

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

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

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A. ELIGIBILITY AND EVALUATION OF BID/ SHORT FALL DOCUMENTS:

Eligibility Criteria GST Registered proven Indian manufacturers or their Sole Selling Agents/ Authorized Dealers/ Distributors of **BLDC FANS** tendered or experienced traders who have supplied to NEC, CIL, Margherita/ CIL Subsidiaries or any govt. agencies in the past are entitled to quote. Manufacturers will have to submit self certification in the letter head that the items quoted by them are manufactured at their works/ factory. Sole Selling Agents/ Distributors/ Dealers may quote along with tender specific authorization from the manufacturer or valid Dealership/ Distributorship certificates. The required documents should be uploaded along with their offer. Experienced traders who have supplied the tendered items to NEC or CIL's subsidiaries, other PSU or any Govt. agencies may also quote and shall submit all requisite documents.

Proveness Criteria: The eligible bidders shall be considered for evaluation only if they qualify any of the proven criteria listed below.:-

a) Firms, whose products pertaining to the tendered items are either successfully in regular use in NEC, CIL, Margherita and considered proven by Head of Technical Department on the basis of its past performance in NEC, CIL, Margherita.

b) The bidder shall be considered as proven source if they have supplied similar surgical items which are regularly being supplied to Coal India and/

or its subsidiaries, other PSUs or any government department reflected by repeated orders for the quoted item.

To establish the above, bidders shall have to furnish relevant documentary proofs of the repeated orders placed on them or their brand by CIL/Its subsidiaries/ Govt Departments during 3 years.

N.B: In any other case, which does not fall in any of the above categories, and where the Tender Committee feels that any source be declared as 'Proven', it may do so recording suitable justifications & with the approval of CGM, NEC.

All the offers will first be scrutinized to see whether they meet the basic requirements as incorporated in the bid document. Purchaser will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/ confirmation, if any. After evaluation of the uploaded documents, shortfall/clarification documents, if required, shall be sought from all the bidders. For shortfall/ clarification only 01 (ONE) chance will be given. The time period for reply to the clarification will be for 7 (SEVEN) days only. Non receipt of communication from GeM will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload and submit the requested documents, if any, within the specified period. Bidders are hereby informed that all correspondence with them during the pre-contract stage shall be without any commitment whatsoever. North Eastern Coalfields reserves the right to verify any of the documents uploaded by the bidder at any stage.

NOTE :1. The submission of forged document, if any, by the bidder(s), shall be dealt as per extant guideline of GeM GTC and ATC.

2. Only genuine MSE bidders who manufactures required item or primary item in case of bunch bid and offering same item will be eligible for EMD relaxation and Experience. MSE bidders from non relevant category or under trading category will be eligible to quote but have to submit requisite EMD amount and have to fulfill all experience criterion. MSE will to avail EMD & Experience relaxation benefit will have to submit self certification in the letter head that the items quoted by them are manufactured at their works/ factory.

B. Payment Terms: AS PER GEM PAYMENT TERMS AFTER SUCCESSFUL COMPLETION OF SUPPLY AND ACCEPTANCE OF MATERIAL ALONG WITH COMPLETION OF INSTALLATION AND SUBMISSION OF PBG (WHERE REVER APPLICABLE) FOLLOWED BY UPLOADING OF GST INVOICE THROUGH GEM PORTAL.

PLEASE NOTE FANS ARE TO BE INSTALLED AT MULTIPLE LOCATION OF NEC. BILLS WILL BE FORWARDED FOR PAYMENT ONLY AFTER SUBMISSION OF INVOICE AND NOC FROM CONCERNED TECHNICAL DEPARTMENT.

NOTE : SUPPLIER HAS TO ARRANGE FOR UNLOADING OF MATERIAL AT DELIVERY LOCATION THEMSELVES. NEC WON'T PROVIDE MAN OR MATERIAL FOR SAME.

C. ADDITIONAL WARRANTY CONDITION :

The bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality, workmanship of the materials for a period of 12 months on the date of receipt, and acceptance of materials at ultimate destinations. The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier without any extra cost to North Eastern Coalfields and within 15 days of issue of letter for replacement. If the seller fails to complete rectification within defined time limit, penalty of 0.5% of unit price of the product shall be charged as penalty for each week delay from the seller from the Performance Bank Guarantee subject to a maximum of 5% of the contract value.

ximum of 5% of the contract value , after which the buyer shall have the right to get the rectification service done from alternate sources at the risk and cost of seller. As for determination of unit price of each item, the buyer will/can seek detail price break up of all input items/Components /consumables/spares sought from your end after opening of price bid in GeM portal.

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

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

E. PERFORMANCE BANK GUARANTEE:

The successful bidder shall furnish a Performance Guarantee equivalent to **5%** of the total value of the supply order /contract (by adding Excise Duty and GST etc (as applicable) to the FOR destination price of the equipment ordered, in case of suppliers from purchaser's country and the estimated Marine Freight & Insurance, port charges and Customs Duty etc., in case of imported items). The performance bank guarantee shall be rooted through SFMS Platform of ICICI bank only as detailed herein : BANK NAME - ICICI, ACCOUNT NO -271805000294,IFSC -ICIC0002718,MICR-786229502, BRANCH ADDRESS- RAJDEEP COMPLEX ,SEGUNBARI, MARGHERITA ,ASSAM,PIN 786181.This Bank Guarantee shall be initially valid for a period of **14** months from the date of installation of the equipment.

F. TO NOTE :

FOR ANY KIND OF BANK GUARANTEE IN THE FORM OF PERFORMANCE SECURITY DEPOSIT, SECURITY DEPOSIT AND EMD SHALL BE IN OUR ICICI ACCOUNT NO. 271805000294, IFSC CODE ICIC0002718

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

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

THE ORIGINAL HARD COPY OF BANK GUARANTEE SHOULD BE SEND TO "AREA MANAGER,MM, NORTH EASTERN COAL FIELDS ,CIL,MARGHERITA ,ASSAM DIST: TINSUKIA PIN 786181"

G. MII DOCUMENTS (CLASS I & CLASS 2):

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

H. BILLING PROCEDURE :

All bills should be raised in the name of :

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

I. LOWEST PRICE CERTIFICATE:

The tenderer should submit a certificate and upload the same with the offer in t

he format enclosed at **Annexure** below for item. The Supplier must submit a certificate along with the bill(s) in the following format for item:

"It is certified that we have not offered to supply/supplied the ordered/similar item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organizations during the currency of the contract."

J. BANNED OR DELISTED SUPPLIERS :-

The bidders would give a declaration that they have not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's. If a bidder has been suspended banned by Government or Quasi-Government agencies, PSU's, this fact must be clearly stated and it may not necessary be a cause for disqualification, If this declaration is not given, the bid will be rejected as non-responsive.

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

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

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

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

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

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

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

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

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

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

Controlling Officer Of The Bank

Name :

Address :

-

Telephone No.

Branch Of Bank Issuing BG

Dated This.....day of 20.....

Place

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

ANNEXURE- 2 : FORMAT FOR PERFORMANCE BANK GUARANTEE FORMAT

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

1. It has been agreed that hundred percent(100%) payment of the value of the order will be made to the Sellers in terms of the said contract on the Seller furnishing to the purchaser is Bank Guarantee for the sum of Rs..... equivalent to 10% value of the stores/materials supplied by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by purchaser by reason of any breach by the said seller of any of the terms and conditions in the said contract. The _____

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

2. We _____ Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from

m the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said seller of any of the terms and conditions contained in the said contract or by reason of the seller's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. We shall not withhold the payment on the ground that the seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the purchaser and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding

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

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

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

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

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

Controlling Officer Of The Bank

Name :

Address :

Telephone No.

Branch Of Bank Issuing BG

Dated This.....day of 20.....

Place

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

ANNEXURE - 3 : FORMAT FOR LOWEST PRICE CERTIFICATE

Lowest Price Certificate

Bid No.:

We do hereby certify that we have not offered to supply/supplied the ordered/similar item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organizations during the currency of the contract.

We also certify that the quoted rates are not higher than rates quoted/prices charged by us for same items to other Customers.

Date:

Seal & Signature of the Bidder

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their

Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[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---