अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687795465983

अनुबंध तिथि। Generated Date: 27-Nov-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2024/B/5154297</u>

अनुसूची नाम | Schedule Name: Schedule 2, Schedule 1

संगठन विवरण|Organisation Details

प्ररूप|Type : Central PSU मंत्रालय|Ministry: Ministry of Coal विभाग | Department : COAL INDIA LIMITED संगठन का नाम|Organisation Name: EASTERN COALFIELDS LIMITED

कार्यालय क्षेत्र|Office Zone: West Bengal

खरीदार विवरण|Buyer Details

पद|Designation : Manager MM संपर्क नंबर।Contact No.: 341-2523606-ईमेल आईडी|Email ID : pronab.biswas@nic.in

जीएसटीआईएन|GSTIN:

पता|Address :

Office of CMD, Materials Management Department,

Purchase Wing, Sanctoria, PO Dishergarh, District - Burdwar

West Bengal - 713333.

BURDWAN, WEST BENGAL-713333, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति|IFD Concurrence :

प्रशासनिक अनुमोदन का पदनाम|

Designation of Administrative Approval: वित्तीय अनुमोदन का पदनाम|

Designation of Financial Approval :

GM(MM-PUR)/HOD

GM(MM-PUR)/HOD

भुगतान प्राधिकरण विवरण | Paying Authority Details PAO

भुगतान का तरीका| Offline Payment Mode:

पद|Designation: GM Finance Incharge र्डमेल आईडी।Email ID: hodfin.ecl@nic.in

जीएसटीआईएन|GSTIN :

Office of CMD, Materials Management Department,

Purchase Wing, Sanctoria, PO Dishergarh, District - Burdwan पता|Address:

West Bengal - 713333,

BURDWAN, WEST BENGAL-713333, India

Timelines:

Payments shall be made to the seller within 21 days of issue भुगतान समयसीमा|Payment 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)

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी|GeM Seller ID : B4QU210002103177

कंपनी का नाम|Company Name : ACHARYA SAFETY SPARES CORPORATION

संपर्क नंबर|Contact No. : 09831473661

ईमेल आईडी|Email ID : atulacharya54@gmail.com

3RD FLOOR, 135 A,B R B BASU ROAD,BURRA BAZAR,BURRA BAZAR, पता। Address :

Kolkata, WEST BENGAL-700001, -

एमएसएमई पंजीकरण संख्या|MSME Registration number :

19AAEFA6213B1Z0 (R)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा|GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण | Product Details

#	आइटम विवेरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : 8 T ब्रांड Brand : ASSC ब्रांड प्रकार Brand Type : NA कैटलॉग की स्थिति Catalogue Status: NA कैसे बेचा जा रहा है Selling As : NA श्रेणी का नाम और चतुर्थीश Category Name & Quadrant : NA (-) मॉडल Model: ASSC एचएसएन कोड HSN Code: 9801	3	pieces	210,000	जीएसटी GST (18%) : 96,101.695 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GSTI (100%) : 96,101.695 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	630,000
2	उत्पाद का नाम Product Name : 8 T ब्रांड Brand : ASSC ब्रांड प्रकार Brand Type : NA कैटलॉग की स्थिति Catalogue Status: NA कैसे बेचा जा रहा है Selling As : NA श्रेणी का नाम और चतुर्थीश Category Name & Quadrant : NA (-) मॉडल Model: ASSC	2	pieces	210,000	जीएसटी GST (18%) : 64,067.797 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST। (100%) : 64,067.797 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	420,000

	Total Order Value (in INR)	•					1,050,000
-	Trotal order rade (in 1999)						1,030,000
परेषिती वि	वेरण Consignee Detail						
क्र.सं. S.No	परेषिती Consignee		वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantit	दिनांक के बाद डिलीवरी शुरू y करना है Delivery Start After	वितरण पूरा क तक करना है Delivery To Be Completed By
	पद Designation : -		8 T	-	3	27-Nov-2024	26-Apr-2025
ईमेल आईडी Email ID : con1.ecl.burdwan@gembuyer.in संपर्क Contact : 341-2523606- 1 जीएसटीआईएन GSTIN : - पता Address : Sodepur Central Stores, Post - Sundarchak, Dist - Burdwan, West Bengal, Pin - 713360, Bardhaman, WEST BENGAL-713360, India		Dist - West	8 T	-	2	27-Nov-2024	26-Apr-2025
Product	Specification for 8 T						
वेनिर्देश Sp	ecification	उप-विनिर्देश	Sub-Spec		1	रूय Value	
Custom Spe	cification	Custom Speci	ification		Υ	'es	
	•				•		
	शष्टता दस्तावेज़ Seller Specification Document:		v.in/catalog_data/catalog /3/12/2024_03_12_13_53			CatalogAttrs/Specific	cationDoc
		15_9dfe13c4	e15897e450cf27d0a6b7d	1381.pdf			
खरीदार विं	शिष्टता दस्तावेज़ Buyer Specification Document:						
mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/745541/54/78/703/Catalo gAttrs/SpecificationDocument/2024/7/12/cs_gear-08_t29mm_2024-07-12-11-04- 01_09f84f7614da948ab1cb5 4a68151db30.pdf							
	ionDocument Specification for 8 T	gAttrs/Specif 01_09f84f76	ficationDocument/2024/7 14da948ab1cb5				8/703/Catalo
Product	Specification for 8 T	gAttrs/Specif 01_09f84f76 4a68151db3	ficationDocument/2024/7 14da948ab1cb5 0.pdf		t29mm_2024-(07-12-11-04-	8/703/Catalo
Product विनिर्देश Sp	Specification for 8 T ecification	gAttrs/Specit 01_09f84f76 4a68151db3 उप-विनिर्देश	ficationDocument/2024/7 14da948ab1cb5 0.pdf Sub-Spec		t29mm_2024-0	₀₇₋₁₂₋₁₁₋₀₄₋ पूल्य Value	'8/703/Catalo
Product विनिर्देश Sp	Specification for 8 T recification	gAttrs/Specif 01_09f84f76 4a68151db3	ficationDocument/2024/7 14da948ab1cb5 0.pdf Sub-Spec		t29mm_2024-0	07-12-11-04-	'8/703/Catalo
Product विनिर्देश Sp	Specification for 8 T ecification	gAttrs/Specit 01_09f84f76 4a68151db3 उप-विनिर्देश	ficationDocument/2024/7 14da948ab1cb5 0.pdf Sub-Spec		t29mm_2024-0	₀₇₋₁₂₋₁₁₋₀₄₋ पूल्य Value	'8/703/Catalo
Product विनिर्देश Sp Custom Spe विक्रेता विधि	Specification for 8 T recification	gAttrs/Specii 01_09f84f76 4a68151db3 उप-विनिर्देश । Custom Speci mkp.gem.go ument/2024.	ficationDocument/2024/7 14da948ab1cb5 0.pdf Sub-Spec	g_support_docur	t29mm_2024-(77-12-11-04- सूल्य Value es	
Product विनिर्देश Sp Custom Spe विक्रेता विग् . Specificat	Specification for 8 T ecification cification शष्टता दस्तावेज़ Seller Specification Document:	gAttrs/Specii 01_09f84f76 4a68151db3 उप-विनिर्देश । Custom Speci mkp.gem.go ument/2024.	ficationDocument/2024/7 14da948ab1cb5 0.pdf Sub-Spec ification w.in/catalog_data/catalog /3/12/2024_03_12_13_53	g_support_docur	t29mm_2024-(77-12-11-04- सूल्य Value es	
Product विनिर्देश Sp Custom Spe विक्रेता विशि I. Specificat	Specification for 8 T ecification ecification शिष्टता दस्तावेज़ Seller Specification Document:	gAttrs/Specii 01_09f84f76 4a68151db3 उप-विनिर्देश S Custom Speci mkp.gem.go ument/2024 15_9dfe13c4	ficationDocument/2024/7.14da948ab1cb5 0.pdf 5ub-Spec Ification v.in/catalog_data/catalog/3/12/2024_03_12_13_53 e15897e450cf27d0a6b7c	g_support_docur 12_5t8t_2024-03 1381.pdf	t29mm_2024-(तृत्य Value es CatalogAttrs/Specific	cationDoc
Product विनिर्देश Sp Custom Spe विक्रेता विषि . Specificat	Specification for 8 T ecification cification शष्टिता दस्तावेज़ Seller Specification Document: ionDocument1 शिष्टता दस्तावेज़ Buyer Specification Document:	gAttrs/Specii 01_09f84f76 4a68151db3 उप-विनिर्देश S Custom Speci mkp.gem.go ument/2024, 15_9dfe13c4 mkp.gem.go gAttrs/Specii 04_6a879d13	ficationDocument/2024/7.14da948ab1cb5 0.pdf 5ub-Spec Ification v.in/catalog_data/catalog/3/12/2024_03_12_13_53 e15897e450cf27d0a6b7c	g_support_docur 12_5t8t_2024-03 1381.pdf	t29mm_2024-(तृत्य Value es CatalogAttrs/Specific	cationDoc
Product विनिर्देश Sp Custom Spe विक्रेता विष् Specificat Specificat	Specification for 8 T ecification cification शिष्टता दस्तावेज़ Seller Specification Document: ionDocument1 शिष्टता दस्तावेज़ Buyer Specification Document:	gAttrs/Specii 01_09f84f76 4a68151db3 उप-विनिर्देश S Custom Speci mkp.gem.go ument/2024, 15_9dfe13c4 mkp.gem.go gAttrs/Specii 04_6a879d13	ficationDocument/2024/7.14da948ab1cb5 0.pdf 5ub-Spec Ification v.in/catalog_data/catalog/3/12/2024_03_12_13_53 e15897e450cf27d0a6b7c	g_support_docur 12_5t8t_2024-03 1381.pdf g_support_docur 7/12/cs_gear-08_	t29mm_2024-(तृत्य Value es CatalogAttrs/Specific	cationDoc
Product विनिर्देश Sp Custom Spe विक्रेता विः 1. Specificat 4. Specificat ईपीबीजी वि	Specification for 8 T ecification cification शिष्टता दस्तावेज़ Seller Specification Document: ionDocument1 शिष्टता दस्तावेज़ Buyer Specification Document:	gAttrs/Specii 01_09f84f76 4a68151db3 उप-विनिर्देश S Custom Speci mkp.gem.go ument/2024, 15_9dfe13c4 mkp.gem.go gAttrs/Specii 04_6a879d13	ficationDocument/2024/7.14da948ab1cb5 0.pdf 5ub-Spec Ification v.in/catalog_data/catalog/3/12/2024_03_12_13_53 e15897e450cf27d0a6b7c	g_support_docur 12_5t8t_2024-03 1381.pdf g_support_docur 7/12/cs_gear-08_	t29mm_2024-0 1 Y ment/45/22/542/0 3-12-13-53- ment/buyer_docu t25mm_2024-0	तृत्य Value es CatalogAttrs/Specific	cationDoc
Product विनिर्देश Spe Custom Spe विक्रेता विः 1. Specificat सताहकार बैंक सताहकार बैंक	Specification for 8 T ecification cification शिष्टता दस्तावेज़ Seller Specification Document: ionDocument1 शिष्टता दस्तावेज़ Buyer Specification Document: ionDocument ionDocument Address ePBG Detail Advisory Bank :	gAttrs/Specii 01_09f84f76 4a68151db3 3u-arai (1) 3u-a	ficationDocument/2024/7.14da948ab1cb5 0.pdf 5ub-Spec Ification v.in/catalog_data/catalog/3/12/2024_03_12_13_53 e15897e450cf27d0a6b7c	g_support_docur 12_5t8t_2024-03 1381.pdf g_support_docur 7/12/cs_gear-08_	t29mm_2024-0 1 Y ment/45/22/542/0 3-12-13-53- ment/buyer_docu t25mm_2024-0 Bank of India	द्वर्य Value es CatalogAttrs/Specific ments/745541/54/7 07-12-11-03-	cationDoc

आरसीएम/एफसीएम के संबंध में सामान्य खंड |General Clauses w.r.t RCM/FCM

- 1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA, unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
- 2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
- 3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST cess will be the liability of buyer.

- 4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer. Unregistered seller will invoice buyer with zero GST and Zero GST cess.
- 5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

नियम और शर्तें|Terms and Conditions

- 1. General Terms and Conditions-
- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- 2. Buyer Added Bid Specific Terms and Conditions-

2.1 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.

2.2 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.

2.3 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.

2.4 Generio

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

2.5 Generic.

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

2.6 Scope of Supply:

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

2.7 Service & Support:

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

2.8 Inspection

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

NOT APPLICABLE

Post Receipt Inspection at consignee site before acceptance of stores:

AUTHORISED REPRESENTATIVE OF GM(E&M)/HOD, ECL HQ

2.9 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.

2.10 Certificates:

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

2.11 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Additional term & condition of BID:-

 The instant tender (bid) is a risk purchase tender (bid) against the defaulting bidder M/s Shakticast Private Limited for the following GeM Contracts,

SI	GeM Contract No	Item	Qty (nos)
1	GEMC-5116877911032 26 dtd 09.06.2023	CS Gear 08 T suitable for 25 mm dia Windin g Rope	02 nos
2	GEMC-5116877321299 55 dtd 09.06.2023	CS Gear 08 T suitable for 29 mm dia Windin g Rope	03 nos

2. If the defaulting bidder, M/s Shakticast Private Limited, wish to participate in the current risk purchase tender, the d efaulting bidders has to pay 20% advance security deposit i.e. Rs.2,40,398.00 for the defaulting supplies along with the b

id (beside EMD, if any). The format of Security Deposit is mentioned at sl 9 of the ATC. Further if the Risk Purchase Contr act is placed on the defaulting supplier with 20% advance security deposit and he again defaults in the risk purchase cont ract, second risk purchase has to be arranged in the same manner including intimation to the defaulting supplier but he w ill not be asked to submit his offer and the offer of the defaulting supplier even if received against the second risk purchase tender, is not to be considered. In such a case, the 20% advance security deposit submitted by the defaulting supplier will be withheld and to be adjusted against the risk purchase loss as may be determined.

Experience/Provenness criteria are given below: -

The tendered item(s)/ offered item(s) shall be considered proven provided that tendered item(s) of same or similar / high er specifications/ ratings/ versions, etc. have been supplied during the last 5 years from the date of tender opening again st orders of CIL and its subsidiaries, other PSUs, Government Departments and Private Organizations and their performance has been found satisfactory.

<u>Satisfactory Performance</u>: When the supplied item has performed satisfactorily for a period of minimum one year from the date of commissioning, then performance of the item will be considered satisfactory.

The bidder should submit duly self- authenticated satisfactory performance report(s) issued by end user(s) against the submitted supply order (s) regarding performance of supplied items for a period of minimum one year from the date of commissioning.

In case where provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSU's/Govt. departments/Private organization, the bidder shall submit a self-certificate as per format menti oned in Annexure-SP along with Proof of payment against the purchase order(s)/Rate contract(s) to fulfill provenness crit eria.

In case, any specific purchase order(s) has/have not been fully executed and any complaint/ claim is pending, then details of such cases to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

The authenticity of the self-certificate as well as other documents submitted by the bidder will solely be their responsibility and appropriate action will be taken by CIL/ Subsidiary Company if it is subsequently found to be misleading/false/forged.

However, the Purchaser reserves the right to obtain the performance directly from the end user of the item/product.

Note:

- (i) In case, Authorized Agent /Dealer is submitting the offer on behalf of the manufacturer, supplies made by the manufacturer will be considered for which bidder has to submit supply order copy(s) and satisfactory performance report from the end user(s) for a period of minimum one year from the date of commissioning.
- (ii) The bidders are advised to submit complete set of Supply order(s) along with other relevant documents like technic al particulars, amendments, if any.
- (iii) Similar specifications/ ratings/ version means CS Gear of same/higher capacity (SWL).
- (iv) No new supply orders shall be accepted as shortfall documents. Therefore, bidder must be careful while uploading s upply order copies online.

Annexure-SP

FORMAT FOR SELF- CERTIFICATION OF PERFORMANCE

Tender No:	-	
------------	---	--

"We certify that the items covered in the purchase order(s)/ Rate Contract (s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective purchase order(s)/ Rate Contract (s) and all the complaints/claim(s) lodged by the purchaser, if any, have been attended to and no complaints/ claim(s) are pending."

SI N	Item descri ption	Purchase ord er/ Rate Contr act No	 (i n DD/MM/YYY	Proof of pay ment agains t Supply ord er

Name & Signature of bidder with date

Designation

Seal of the firm

4. Relaxing Prior experience and turnover criteria for start-ups and MSEs in Public Procurement:

Definition and Eligibility of Startup shall be in line with OM vide letter no. F-20/2/2014 PPD (pt.) Dtd. 25.07.2016 of Under Secretary to GOI, Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi, with subseque

nt amendments, if any.

Definition of MSEs shall be as per Public Procurement 2012, with subsequent amendments, if any.

- (i) Prior experience and prior turn over criteria are not applicable for Startup & MSEs in respect of either of the following situations and no further documents regarding proven-ness will be required to be submitted by this category of Bidders.
 - a. If Bidders have submitted documents to prove the Startup / MSE status for the tendered item without certificat e towards quality, assurance and capability from some authority like MSME, NSIC, etc., the Tender Inviting Authority, if required, may assess the techno-commercial capability of the venders to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'PROFO RMA for Equipment and Quality Control' (as per Annexure-A) has been enclosed in the tender documents and such MSEs/ STARTUPS should submit the details of plant & machinery, quality control arrangements, etc., in the above PROFORMA along with their bids for verification of their technical capability.

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 the tenders.

b. If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per t he required specification is available, these may be considered, provided date of such reports is not more than one year from the date of opening of bids.

In case there is deficiency in technical capacity of the firm, the same shall be communicated to them by the Tende r Inviting Authority for improvement in the quality of their product for future tenders, clearly indicating that their offer cannot be considered for relaxation against the tender in question and to avoid any future complications. The issues relating to Technical capability may be decided by the Head of the Technical Department.

- c. If Bidders have submitted documents to prove the startup / MSE status for the tendered item and whose produ cts are ISI marked / DGMS approved / covered under DGS&D Rate Contracts on them / current holding Rate Contracts with CIL or its Subsidiary for supply of the tendered item / supplied and 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 applica ble related documents digitally signed (for documents submitted on e-procurement portal)/self-certified (for documents submitted in modes other than e-procurement portal), for relaxation: -
- Valid BIS Marking License for the quoted items on them.

OR

Rate contract as issued by CIL / any other Subsidiary for the quoted items on them.

OF

Valid DGMS Approval certificate for the quoted items on them.

OR

Proven Ancillary certificate issued by Subsidiary Companies for the quoted items on them.

The Document (s) / Certificate (s)furnished by the Bidders for ISI marking or DGMS approval for any relaxation should be valid on date of tender opening and a self-certified copy of such document(s) / certificate(s) valid as on date of supply, m ust accompany their bill(s).

If the documents are related to OEM or principal, the self-certification of OEM or principal shall be also be required.

Note: - ECL may prefer the vendors to have prior experience rather than giving orders to new entities for procurement of i tems related to public safety, health, critical security operations and equipment, etc. in line with clarification given by De partment of Expenditure, MoF vide OM No. F.20/2/2014/PPD-(Pt) dated 20.09.2016.

ANNEXURE--A

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

(To be submitted by the Start-ups / MSE firms who claim the relaxation of the prior turnover and prior experience criteria, as per bid terms)

Reference: Eastern Coalfields Ltd

Hqrs__TenderNo._____Date_____for supply of_____

- 1. Name and Address of the Firm
- 2. (a) Telephone No. office/factory/works
 - (b) Fax No. / E-mail ID
- 3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
- 4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
- 5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.
- 6. Whether the process of manufacture in the factory is carried out with the aid of power orwithout it.
- 7. Process Flow Chart for the whole manufacturing process of the tendered item
- 8. Details and stocks of raw materials held.
- 9. Production capacity of items quoted for with the existing plants and machinery

- (a) Normal
- (b) Maximum
- 10. Details of Quality Assurance Plan and Quality Control Infrastructure such as laboratories etc.
- 11. (a) Details of technical supervisory staff in-charge of production and quality control.
- (b) Skilled labour employed.
- (c) Unskilled labour employed
- (d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.
- 12. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

(Signature of Tenderer)

NB: Details against sI nos. 5 to 12 inclusive need be restricted to the extent they pertain to the items under reference.

5. Warranty & Guarantee-

The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by ECL whichever is earlier. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace on renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to ECL on door delivery basis.

- 6. Confirmatory documents: During evaluation and comparison of bids, the purchaser may ask the bidder for clarificatio ns/ shortfall/ confirmatory documents during the evaluation of the bids through GeM Portal. For this purpose, maxim um 1 chance of 7x24 hours duration shall be given to the bidders to upload these clarifications/ shortfall documents. The bidder will upload the requested documents within the specified period and no additional time will be allowed in this regard for on-line submission of documents after the maximum 1 chance of 7x24 hours duration.
- 7. Distribution of the Quantity: As per standard procedure, the tender quantity is to be covered on the lowest responsive tenderer (L1) without dividing the same. However, there may be special occasions of purchase of very large quantities of goods which are beyond the capacity of a single bidder or the L1 bidder is unable to take the load of the entire quantity. In such cases, after coverage of quantity on L1 bidder as per its capacity/ offer, the remaining quantity may be ordered on the L2 bidder at the rates offered by the L1 bidder and for this purpose, L1 rates may be counter offered to L2 bidder. If L2 bidder does not accept the L1 rates or is also not able to meet the remaining requirement, then the balance quantity may be covered on L3 bidder and this process may be followed till the entire tender quantity is covered. All such orders are to be placed at the rates offered by the lowest responsive tenders (L1).

8. Price Fall Clause

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

In case of parallel Rate / Running Contracts, if the price of a product is reduced for any supplier due to invocation of 'Price Fall clause' or any other reason, the same lower price shall also be applicable for the other suppliers who are having para llel RCs against the same tender. If any parallel RC holder does not accept the lower price, CIL shall have the right to dele te the item from the scope of RC of such firm and procure the

same from other existing supplier / Reserve RC holders.

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 charged 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 ser vices by the authority concerned, under the existing or previous Rate Contracts as also under any previous contract s entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or privates) and bodies.

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) re ceived by them from any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Sub sidiaries or other PSU or any other private organization, along with the Offer.
- c) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered / simil ar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- d) The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the order ed / similar item(s) at a lower rate to any organization / Ministry / Department of the Govt. of India or Coal India Lt d' and/or its Subsidiaries or other PSU or any other private organization.
- e) The provisions of Price fall clause will however not apply for purchase value up to Rs. 2.00 Lakh.
- f) Point (b) above is not applicable in the case of renewal of Depot Agreements.

9. Security Deposit:

tor.

- i. The successful tenderers will have to submit Security Deposit for the 5% value of the total landed value of the contract including all taxes, duties and other costs and charges. The format of Bank Guarantee is as mentioned below.
- ii. The Security Deposit shall be deposited through RTGS / NEFT / IMPS / e-BG / other digital modes or in the for m of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judici al stamp paper) within 15 days from date of notification of award or placement of order.
- iii. The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued.
- iv. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notificatio n of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled. If the Supplier fails to deposit the SD within the extended period and no s upplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during e xecution 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 penal action as may be deemed fit by CIL.
- v. 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 submissi on, 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) shall be levied subject to a maximum of 5% of the contract value.
- vi. Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee.
- vii. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM /OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipm ent against Single Tender Enquiry/Open/Limited Tenders.
- viii. Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.
 - ix. The SDBG will be submitted Through Structured Financial Management System (SFMS).

Security Deposit Bank Guarantee (SDBG) Format Re: Bank Guarantee in respect of Notification of Award / Purchase Order vide no. Dated between (Name of Purchaser Company) and (Name of Supplier Company) (hereinafter called 'the Contractor') has received the Notification of Award / Purchase Order vide n o.dated....... (hereinafter called 'the said Agreement') with(Name of the Purchaser Company) (her einafter called 'the Company') to supply...... stores/ materials amounting to Rs.on the terms and con ditions contained in the said Notification of Award / Purchase Order. The...... (Name of the Bank) (hereinafter called 'the Bank') having its office at...... has at the request of the Contractor agreed to give the guarantee as hereinafter contained. We......(Name of the Bank) do hereby unconditionally agree with the Company that if the Contract or shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs...... or any portion thereof without requiring the Company to have recourse to any legal remedy that ma y be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contrac

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor 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 Company and the Contractor regarding the claim.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Agreeme nt or to extend the time for performance of the said Agreement 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 contractor and to forbear to enforce any of the terms and conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of such failure

or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or a ny indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank bey ond 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 as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs....... only. The guarantee shall remain in force till the..... day of 20... and unless the guarantee is renewed or a claim is preferred a gainst the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and	. [(Name of the person(s)] who have sig
ned it on behalf of the Bank has authority to do so.	

Dated	this	day of	20
Duccu		uu, o.	

Place...... Signature of the authorized person(s)

For and on behalf of the Bank.

Submission of SDBG

All bank guarantees shall be submitted in SFMS platform. The details required for the purpose is as under,

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

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

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

SMS FIELD NO.	DETAILS	
7035	IFSC Code	ICIC0000291
7036	Beneficiary Bank	ICICI Bank Ltd
	Branch	Murgasol, Asansol
	Address	Ground floor, Plot No.793, Murgasol, G.T.Road, Asansol- 713303
	Bank Account No.	029105005131
7037	Cust. ID of Beneficiary	ECL554567270
7038	Area/Dept.	
7039	NIT/Work order/LOI No.	

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

a b c d e f g h i j k l m n o p q r s t u v w x y z

A B C D E F G H I K L M N O P Q R S T U V W X Y Z

0123456789

/-?:().,'+{}

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

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

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

- 10. Performance Bank Guarantee:
 - The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the cont ract to cover the warranty/guarantee period.
 - The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.
 - iii. The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed.
 - The PBG (s) shall remain valid till 3 months after the completion of warranty period i.e. PBG shall be valid for 21 months.
 - The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing ba nk, before submission of the invoice for payment.
 - The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/items during the warranty period and fulfillment of contractual obligations failing whi ch, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Gu arantee shall be released with the approval of concerned HOD (MM) / Area GM after expiry of validity period after ob taining the following:
 - 'No Claim Certificate' from the concerned HOD (User Dept.) indicating that there is no claim pending.
 - 'No Claim Certificate' from the contractor indicating that there is no claim pending and that there is no disput e pending as per below mentioned format.
 - In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the cont vii. ract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subseq uent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon a cceptance of PBG submitted by them.

viii. The PBG will be submitted through Structured Financial Management System (SFMS).
FORMAT FOR NO CLAIM CERTIFICATE
(On company letterhead)
To,
(Contract Executing Officer)
Procuring Entity
NO CLAIM CERTIFICATE
Sub: Contract Agreement no datedfor the supply of
We have received the sum of Rs. (Rupees only) in full and
final settlement of all the payments due to us for the supply of under the above mentioned contract agreement, between us and ECL. We hereby unconditionally and without any reservation whatsoever, certify that we have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.
Yours faithfully,
Signatures of contractor or
officer authorized to sign the contract documents
on behalf of the contractor
(company stamp)
Date:
Place:
FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)
M/s. EASTERN COALFIELDS LIMITED
Office of the Chairman-Cum-Managing Director
Materials Management Department - Purchase wing
Sanctoria, P.O Disergarh, District-Burdwan, West Bengal- 713333
Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no dated betweenM/s. Eastern C oalfields Limited and (Name of Supplier Company)

Messers
The
We(Name of the Bank) do hereby unconditionally agree with the Company that if the Contract or shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.
Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Co ntractor 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 Company and the Contractor regarding the claim.
We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force a nd effect till the period that will be taken for the performance of the said Agreement which is likely to be the
The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time for performance of the said Agreement 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 contractor and to forbear to enforce any of the terms and conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or a ny indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.
The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank bey ond 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 as the Company may require.
Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rsonly. The guarantee shall remain in force till theday of20 and unless the guarantee is renewed or a claim is preferred agai nst the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the p receding clause.
The Bank has under its constitution power to give this guarantee and [(Name of the person(s)] who have sig ned it on behalf of the Bank has authority to do so.
Dated thisday of20
Place Signature of the authorized person(s)
For and on behalf of the Bank.
Submission of DBC
Submission of PBG All bank guarantees shall be submitted in SFMS platform. The details required for the purpose is as under,
(a) Beneficiary bank details: The bank details of ECL is given below,

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

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

SMS FIELD NO.	DETAILS	
7035	IFSC Code	ICIC0000291
7036	Beneficiary Bank	ICICI Bank Ltd
	Branch	Murgasol, Asansol
	Address	Ground floor, Plot No.793, Murgas ol, G.T.Road, Asansol- 713303
	Bank Account No.	029105005131
7037	Cust. ID of Beneficiary	ECL554567270
7038	Area/Dept.	ECL Hq
7039	NIT/Work order/LOI No.	

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

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

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

The above particulars are to be incorporated by the issuing bank properly for issuing BG under SFMS mode to avoid any p roblem in future".

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

11. Letter of Bid (LOB): The bidder shall furnish the letter of bid in the format enclosed in their company letterhead. The LOB should be signed by an authorized person of the company.

(Format of LOB)

То

General Manager (MM)-HOD,

MM Department - Purchase wing

Office of the Chairman-Cum-Managing Director

Eastern Coalfields Limited

Dear Sir.

Sub: Tender/Bid No. ----- dated -----

- b) We confirm to accept all terms and conditions contained in the tender/bid document unconditionally and there is n o deviation in our offer.
- c) We confirm that the contents of the offer are given after fully understanding the NIT/bid terms.
- d) We confirm that all information/ documents / credentials submitted along with our offer are genuine, authentic, tru e, valid true and complete in every respect.
- e) We confirm that if any information or document submitted is found to be false / incorrect, at any point of time, the

	said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termi nation of the contract, forfeiture of all dues including EMD/ Security Deposit and Banning of our firm and all partners of the firm as per provisions of NIT/CIL Purchase Manual 2020.						
f)	We have never been banned or delisted or debarred or "Put on Holiday" by any Govt. or Quasi Govt. Agency or an y Public Sector Undertaking.						
	OR We were banned or delisted or debarred or "Put on Holiday" by the organization named "year/s, effective from						
g)	We abide by the Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase ma nual 2020 and there had been no transgression of this Code during last three years OR						
	There had been previous transgression of this Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 during last three years with (name of entity and country).						
h)	We certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in para 10.21 of CIL Purch ase manual 2020.						
i)	We confirm that this Bid and your subsequent Letter of Intent/ Purchase Order shall constitute a binding contract on us.						
j)	We confirm that we shall be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations.						
k)	We confirm that we shall be responsible for providing the required after sale service.						
I)	We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land bor der with India and I certify that M/s (name of the bidder) is not from such a country and is eligible to be consi dered".						
	OR "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land borde r with India and I certify that M/s (name of the bidder) is from such a country and has been registered with C ompetent Authority. I hereby certify that(name of the bidder) fulfils all requirements in this regard and is e ligible to be considered. The evidence of valid registration by competent authority is attached.						
Dat	red this day of 20- Signature						
Nar	me						
Des	signation						
12.	Manufacturer's Authorization For Indian Agent						
a)	In a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/quote in the same tender.						
b)	One manufacturer can authorize only one agent. If an agent submits bid on behalf of a manufacturer, the same age nt shall not submit a bid on behalf of another manufacturer in the same tender for the same item / product.						
c)	If the manufacturer does not quote directly as a matter of its corporate policy, the authorized Indian agent of the manufacturer may be allowed to quote in the tender on their behalf based on the tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization as per the form at given below,						
(Manufacturers Authorisation Format)							
D - 1	. Pate:						
ĸet	:						
M/s	. EASTERN COALFIELDS LIMITED						
Offi	Office of the Chairman-Cum-Managing Director						
Mat	Materials Management Department - Purchase wing						
San	ctoria, P.O Disergarh, District-Burdwan, West Bengal- 713333						
Dea	ar Sir						
Sub	o: <u>Tender/Bid No dated</u>						
a)	WHEREAS we, [name of manufacturer] who are established and reputable manufacturers of goods having factories at [address(es) of factory(ies)] and as a matter of our corporate policy do not supply directly.						
b)	Do hereby authorize our [Name & Address of Indian Agent] to quote against the subject Tender on our behalf.						
c)	We certify that the business entity of our Indian Agent is in existence for 3 years on the date of tender opening, irr espective of date of appointment as Indian Agent.						

We are not quoting in the tender directly as a matter of ours corporate policy and if, subsequently, at any stage, it

d)

is found that we have quoted directly to any organization, we shall be liable for penal action as per provision of CIL Pu

- Also, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the com e) mission will be recovered with interest. Action should also be taken against the principal as per provisions of CIL Purc hase Manual 2020.
- We certify that no agent/ middleman/ liasoning agent or any entity in any name other than the disclosed authorize f) d Indian agent is involved in the process of supply of goods & services and if, subsequently, at any stage, it is found t hat we have given a false declaration, we shall be liable for penal action as per provisions of CIL Purchase Manual 202
- We stand guarantee for the guoted item by the above authorised agent on our behalf and for fulfilment of all contr g) actual obligations during the entire contract period.
- In the event of failure on the part ofour authorized agent in fulfilment of contractual obligations or change or clos ure of our authorized agent for any unforeseen reason, we shall take the responsibility to make alternate arrangemen ts to support ECL as well as execute the remaining period of the contract ourselves or through another competent ent ity fulfilling the eligibility criteria stipulated in the tender document.
- i) We confirm that we shall provide requisite inspection and testing facilities at our works in respect of orders place d on authorized agent.
- j) We confirm that the authorized agent's price donot exceed the price at which the manufacturer would have quote d.
- We confirm that letter submitted by the agents for inspection of goods would be accompanied by a certificate from k) us that the goods offered for inspection as indicated in the letter have been manufactured by us.
- We also confirm that we have never been banned or delisted by any Government or Quasi-Government Agency or I) any Public Sector Undertaking in India.

OR We were banned by the organization named "------ year(s) effective from ------ to -----for ----- (the reasons to be mentioned) in India.

We abide by the Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase ma m) nual 2020 and there had been no transgression of this Code during last three years

OR

There had been previous transgression of this Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 during last three years with (name of entity and country).

- We certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in para 10.21 of CIL Purch ase manual 2020.
- o) We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land bor der with India and I certify that M/s (name of the bidder)..... is not from such a country and is eligible to be consi dered.

OR

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s (name of the bidder)..... is from such a country and has been registered with Co mpetent Authority. I hereby certify that(name of the bidder)...... fulfils all requirements in this regard and is eli gible to be considered. The evidence of valid registration by competent authority is attached.

(Signature) (Name) (Designation)

(Seal)

Signed for and on behalf of [Name of manufacturers].

- 13. Submission of bills:
- For claiming payment, the following documents shall be submitted to the consignee:
 - Supplier's invoice in quadruplicate (1 original+ 3 Copies duly signed and stamped) showing Contract Number, Go ods description, quantity, unit price, total amount;
 - Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);
 - Manufacturer's/Supplier's warranty / quarantee certificate;
 - Manufacturer's Test & Inspection certificate; d.
 - **Lowest price Certificate**
- TReDS: Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MS 14. ME receivable payments from corporates. ECL has on boarded TReDS platform with:
 - Receivables Exchange of India Ltd (RXIL) (URL https://www.rxil.in/Home/Index).
 - A-TReDs (URL www.invoicemart.com) b)
 - Mynd Solutions (URL www.m1xchange.com). c)

MSE bidders are requested to get registered on TReDS platform for receiving payment thro' this system. MSE bidders willing to get payment thro' this system shall upload the Invoices on TReDS platform. The contact details for the above platforms are as under,

- Mrs. Upasana Majumder, BD-ARM, RXIL, Mob: +91 8697212759 (upasana.majumder@rxil.in).
- Mrs Monalisa Das Nath, Dy VP, Mynd Solutions, Mob: +91 8100551223 (monalisa.das@mlexchange.com)
- iii. Mr. Subhas Chakraborty, RM, A-TReDS, Mob: +91 9681193155 (Subhas.Chakraborty@invoicemart.com)
- Provisions of CIL's Purchase Manual: The provisions of CIL's Purchase Manual and its subsequent amendments 15. (Available on CIL's website, www.coalindia.in) shall also be applicable, if not specified otherwise in this Bid document

, , ,				
नोट: यह सिस्टम जनरेटेड फाइ	है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का	प्रिंटे आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।		
Note: This is system ge	nerated file. No signature is required. Print o	ut of this document is not valid for payment	/ transaction purpose.	