

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-04-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-04-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Coal India Limited
संगठन का नाम/Organisation Name	Western Coalfields Limited
कार्यालय का नाम/Office Name	Wcl Nagpur Maharashtra
कुल मात्रा/Total Quantity	2600
वस्तु श्रेणी /Item Category	Alumino - Ferric (V2) Conforming to IS 299 (Q3)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes   Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
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 लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	797680
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	15954

#### 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).	12

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

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

**लाभार्थी /Beneficiary :**

AFM WCL. MAJRI AREA  
WESTERN COALFIELDS LTD. MAJRI AREA KUCHANA TAH BHADRAVATI DIST CHANDRAPUR 442503 BENEFICIARY  
DETAILS FOR e-PBG ( For EMD/SD/ PBG): NAME :- WESTERN COALFIELDS LTD. MAJRI AREA BANK A/C NO: / CUST  
ID OF BENEFICIARY :- ACCOUNT NO: 11315805179 NAME OF BANK :STATE BANK OF INDIA WARORA DIST  
CHANDRAPUR 442907 IFSC CODE :SBIN0000501  
(Afm Wcl, Majri Area)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

### **Alumino - Ferric (V2) Conforming To IS 299 ( 2600 container(s) )**

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

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

[\\* 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)
Requirements	<b>Grades</b>	Grade 2 - Solid Form
	<b>Form</b>	Slabs

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Packing & Marking	Packing Material	Polythene-lined HDPE Bags
	Packing Size	25 Kg
Shelf Life	Shelf Life	1 year

**Additional Specification Parameters - Alumino - Ferric (V2) Conforming To IS 299 ( 2600 container(s) )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Material Requirement : As per Table 1 of IS 299:2012 and tested according to the appropriate method in the table.	YES
Marking : As per IS 299-2012 Clause 5.2	YES
Test Reports (Including NABL accredited Lab)/Supporting documents/reports ,etc to the buyer at the time of bidding or on demand during the supply.	YES

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Manohar R	442503,Regional Stores, WCL New Majri, P.O. Shivaji Nagar Distt Chandrapur	2600	30

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

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

## 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**

**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

## 4. **Generic**

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

## 5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

WCL MAJRI AREA  
payable at  
WARORA

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

WCL MAJRI AREA  
Account No.  
11315805179  
IFSC Code  
SBIN0000501  
Bank Name  
STATE BANK OF INDIA  
Branch address  
WARORA DIST CHANDRAPUR

Bidder to indicate bid number and name of bidding 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 along with bid.

## 7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

WCL MAJRI AREA  
payable at  
WARORA

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 8. 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

WCL MAJRI AREA  
Account No.  
11315805179  
IFSC Code  
SBIN000501  
Bank Name  
STATE BANK OF INDIA  
Branch address  
WARORA DIST CHANDRAPUR.

. 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.

#### 9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## **WCL MAJRI AREA OFFICE OF THE GENERAL MANAGER MA JRI AREA**

Western Coalfields Limited / Majri Area Post Kuchan Tah Bhadravati Dist Chandrapur 442503

E-mail :- [somm.majri@gmail.com](mailto:somm.majri@gmail.com) & [kskattimani@coalindia.in](mailto:kskattimani@coalindia.in)

### **Additional Terms & Conditions**

**PROVENNESS CRITERIA** : The Bidder or its OEM {themselves or through reseller(s)} should have supplied same or similar Category Products , in at least one of the last five years before the bid opening date to any Central / State Govt. Organization / PSU / private company as per GEM.

Similar items means Water Treatment Chemicals.

**2. PROVENNESS CRITERIA : In support of provenness criteria the bidder must submit the following documents.**

i. Self Certified Copy of past supply order in respect of tendered item ( as per the provenness criteria ) received during last three years from CIL and its subsidiaries, other PSUs/Government department and

private organization.

ii. Self certified copy of Proof of supply made against the supply order ( copy of which has been enclosed as per ( i ) above ) such as self certified copy of delivery challan/invoice/eway bill etc. iii. Performance certificate :- Satisfactory performance report for a minimum period of one year against the supply order submitted as per clause (i) above and in manner as indicated below .

a. In case supply order submitted is of WCL, Majri Area then bidder need not submit satisfactory performance report , HOD ( Technical ) shall certify whether performance was satisfactory .

b. In case copy of supply order submitted is/are of other Areas of WCL or other subsidiaries of CIL or CIL or other PSUs or Govt. Organization then bidder should submit satisfactory performance report from the concerned Area/Subsidiaries/CIL/Other PSUs/Government Organization or bidder has to submit a self certificate **along with proof of payment against the purchase orders(s)/Rate Contract(s) :-** in the following format :-

“ 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.”

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 there of so that decision making is in clear perspective without any hidden facts on the subject matter.

The authenticity of the self-certificate as well as other documents submitted /uploaded 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, WCL, Majri Area reserved the right to obtain the performance directly from the end user of the item/product.

(To Be Furnished by the Bidder)									
Sl. No.	Product of the contract	Contract Number	Contract date	Contract amount	Supplier details	Name & Address of Employer/ contract Issuing Authority	Material supplied documents details along with date	Performance report	Remarks if any
1									
2									
3									
Etc.									

**Note:-Bidder should submit the details as per proveness/experience criteria . Non submission of above details , offer is may be liable for rejection.**

**2. Guarantee / Warranty** 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 of material whichever is earlier. The unit shall be guaranteed against faulty workmanship/poor material quality and failures due to the same. The supplier shall be responsible for any defects and shall remedy such defects at his own cost when called upon to do so. In case of any premature failure, the warranty replacement should be completed within 30 days of receipt of intimation. If it becomes necessary for the supplier to replace/renew any defective portion of goods, such replacement/renewal should be made by supplier without any extra cost to Coal India Ltd and/ or its subsidiary company.

**In case of warranty claim, the supplier shall without charge, repair or rectify defective goods or to replace such goods with similar goods free from defect. Any goods repaired or replaced by the supplier shall be delivered at the buyers premises without costs to the buyer.**

**3. DELIVERY SCHEDULE: Within 30 days from the date of issuance of supply order.**

**No material to be supplied without delivery extension. Request for extension of delivery period to be made within the schedule delivery period. Even if the materials are unloaded at the Stores, the same shall be at the risk and cost of the supplier and shall not be accepted unless the supplier has obtained the extension of delivery period.**

**4. A. EFT Payment:** WCL is making payment of supplier's bills through Electronic Fund Transfer (EFT). Bidders are therefore, advised to provide their Bank Account number and other Bank Details along with invoice or indicate same on their invoice at the time of supply.

**B. INSPECTION:** The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity with the contract and in case any inspected/tested goods fail to perform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods/make alterations necessary to meet the specifications free of cost to the purchaser. The items will be inspected at final destination. However, manufacturers standard test certificates indicating conformation to the specifications of the order should be submitted along with supplies, if applicable.

**C. E-way Bill :-** In the event the delivery of goods by the supplier is on Free Delivery at Site basis, the movement of the goods is to be initiated by the supplier and the supplier is liable to issue e-way bill, as per GST rules, if applicable

**5. DOCUMENTS TO BE SUBMITTED WITH THE OFFER**

**5.1** supply order and other details as per BID.

**5.2** LOWEST PRICE CERTIFICATE to the effect that " *the prices quoted by us for the offered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization.*

**5.3** PRICE FALL CLAUSE CERTIFICATE to effect 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 organization.* "

**5.4 Banned Or Delisted Or Debarred Or Put On Holiday Suppliers Declaration to the effect that** " *we have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs* "

**6. DOCUMENTS TO BE SUBMITTED AT THE TIME OF SUPPLY: ( as described above)**

- 6.1** Tax Invoice in triplicate
- 6.2** Warranty/ Guarantee certificate of supplied item.
- 6.3** Lowest Price Certificate
- 6.4** Price Fall clause certificate
- 6.5** Manufacturer test certificate of supplied item, if applicable.

- 7.** SECURITY DEPOSIT :(in the form of Demand Draft/ Through RTGS NEFT or Bank Guarantee ( as mentioned above in Bid document)

The Successful bidders who have been awarded the contract/ Supply order is required to submit the Security Deposit within 15 days from date of notification of award or placement of order. Security Deposit shall be for an amount of 05 percent of the total landed value of the contract. Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity shall be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit shall be waived, as the purpose of submission of SD is fulfilled.

In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD shall be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/ placement of order to the date of receipt of full SD/ deduction of full SD) shall be levied subject to a maximum of 05% of the contract value.

Successful Bidder can submit the Security Deposit in the form of Account Payee Demand Draft in favour of WCL MAJRI AREA payable at WARORA. OR Successful Bidder can submit the Security Deposit in the form of Payment online through RTGS / internet banking also. On-line payment shall be in Beneficiary name WCL MAJRI AREA Account No. 11315805179 IFSC Code SBIN0000501 Bank Name STATE BANK OF INDIA Branch address WARORA DIST CHANDRAPUR MAHARASHTRA. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer

- 8.** 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 subsequent 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 certificate 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 vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'PROFORMA for Equipm

ent 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 the 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 Tender 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) Further for relaxation in experience criteria, the bidder (s) quoted item(s) must have been covered in their Udyog Aadhaar/MSME certificate.

d) If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following self-certified applicable /related documents, for relaxation from the criteria of prior experience and prior turnover:

i) valid BIS Marking License for the quoted items.

or

ii) Rate contract issued by CIL/its Subsidiary Companies for the quoted items or a valid DGMS Approval certificate for the quoted items.

or

iii) Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.

The document(s)/certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a self(-certified copy of such document(s)/ certificate(s) valid on the date of supply, must accompany their bill(s).

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

#### ANNEXURE-A :-PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

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

Reference : Western 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 or without 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 sl nos. 5 to 12 inclusive need be restricted to the extent they pertain to the items under reference.

**Annexure-1**

**Format for self-certification of Performance**  
**(On the Letter Head of Bidder)**

Ref.No.....Dt.....  
 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 for a period of not less than one year from the date of fitment/ commissioning and all the complaint(s)/Claims lodged by the purchaser, if any, have been attended to and no complaints/claim(s) are pending.

[Note: In case, any specific Purchase Order(s) has/ have not been fully executed and any complaint/ claim is pending, then details of such cases are 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/uploaded by the bidder will solely be their responsibility and appropriate action will be taken by WCL if it is subsequently found to be misleading / false / forged. WCL reserve the full right to take suitable penal action as deemed fit including banning of business, apart from forfeiture of EMD, security deposit etc.

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

**Name & Signature of bidder:**  
**Designation:**  
**(Seal of the Bidder)**

**9. Payment terms : Payment shall be done within 21 days from the date of material receipt and acceptance at consignee end.**

#### **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and

conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers 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.**

[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---**