

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687715083724

अनुबंध तिथि | Generated Date : 17-Sep-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2025/B/6405695](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
<p>प्ररूप   Type : Central PSU</p> <p>मंत्रालय   Ministry : Ministry of Coal</p> <p>विभाग   Department : COAL INDIA LIMITED</p> <p>संगठन का नाम   Organisation Name : Coal India Limited</p> <p>कार्यालय क्षेत्र   Office Zone: Coal India Limited HQ</p>	<p>पद   Designation : Deputy Manager MM</p> <p>संपर्क नंबर   Contact No. : 033-71104201-</p> <p>ईमेल आईडी   Email ID : mayank.shekhar@nic.in</p> <p>जीएसटीआईएन   GSTIN : 19AABCC3929J1ZH</p> <p>पता   Address : COAL BHAWAN, 04-1111, A III, ACTION AREA 1 A, NEW TOWN, RAJARHAT, KOLKATA, KOLKATA POLICE CYBER HQ, WEST BENGAL-700156, India</p>

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
<p>आईएफडी सहमति   IFD Concurrence : No</p> <p>प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: ED (MM) / HoD, CIL</p> <p>वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : GM (Finance), CIL / Concurrence Cell</p>	<p>Role: PAO</p> <p>भुगतान का तरीका   Payment Mode: CIL</p> <p>पद   Designation : Manager Finance</p> <p>ईमेल आईडी   Email ID : joyna.anup@coalindia.in</p> <p>जीएसटीआईएन   GSTIN : -</p> <p>पता   Address: COAL BHAWAN, 04-1111, A III, ACTION AREA 1 A, NEW TOWN, RAJARHAT, KOLKATA, CALCUTTA NORTH DIVISION, WEST BENGAL-700156, India</p>

विक्रेता विवरण   Seller Details
<p>जेम विक्रेता आईडी   GeM Seller ID : 9D87180000091437</p> <p>कंपनी का नाम   Company Name : MSK SOLUTIONS</p> <p>संपर्क नंबर   Contact No. : 09830038834</p> <p>ईमेल आईडी   Email ID : tenderinfo.mskolutions@gmail.com</p> <p>पता   Address : 8A/1A,EKDALIA PLACE,Ground Floor,BALLYGUNGE, Kolkata, WEST BENGAL-700019, -</p> <p>एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-WB-14-0003874</p> <p>जीएसटीआईएन   GSTIN: 21ABAFM1891N1Z6 (B) , 19ABAFM1891N1ZR (R)</p>

खरीदार द्वारा सत्यापित एमएसएमई स्थिति   MSME Status as verified by buyer :	Not Verified
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male

\*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 विवरण   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	<p>उत्पाद का नाम   Product Name : xerox A4, A3 and Legal Size Colour Laser Multifunction Machine</p> <p>ब्रांड   Brand : xerox</p> <p>ब्रांड प्रकार   Brand Type : Registered Brand</p> <p>कैटलॉग की स्थिति   Catalogue Status: OEM verified catalogue</p> <p>कैसे बेचा जा रहा है   Selling As : OEM verified Reseller</p> <p>श्रेणी का नाम और चतुर्थांश   Category Name &amp; Quadrant : Multifunction Machine MFM (V2) (Q2)</p> <p>मॉडल   Model: C7130 (30 PPM, Colour) + 2 Tray + WiFi + 256GB HDD</p> <p>एचएसएन कोड   HSN Code: 84433100</p>	1	pieces	270,000	NA	270,000
कुल ऑर्डर मूल्य   Total Order Value (in INR)						270,000

परेषिती विवरण   Consignee Detail						
क्र.सं.   S.No	परेषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By

1	<p>पद   Designation :- ईमेल आईडी   Email ID : gment.cil@nic.in संपर्क   Contact : 033-71104443- जीएसटीआईएन   GSTIN : 19AABCC3929J1ZH पता   Address : COAL BHAWAN Premises No - 04, ACTION AREA 1 A, NEW TOWN, RAJARHAT, KOLKATA, CALCUTTA NORTH DIVISION, WEST BENGAL-700156, India</p>	xerox A4, A3 and Legal Size Colour Laser Multifunction Machine	-	1	17-Sep-2025	02-Oct-2025
Product Specification for xerox A4, A3 and Legal Size Colour Laser Multifunction Machine						
विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value				
Generic	Description of Stores	Multifunction Machine Printer with Minimum 1 Year On Site Warranty, including Cartridge and Power Cord/Adapter				
	Core Function	Print, Scan and Copy				
	Print Technology	Laser				
	Cartridge Technology	Separate Drum and Toner				
	Type of Printing	Colour				
	RAM Size (MB)	4096				
	Storage Capacity (in GB)	256				
	Features	Secure Print				
	Operating System Compatibility	Windows 10 and Above, Linux, Windows Server				
Printing	Print Paper Size	A4, A3 and Legal				
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Monochrome (Black) (in PPM)	26 to 30				
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour (in PPM)	26 to 30				
	Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Mono (in PPM)	16 to 20				
	Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Color (in PPM)	16 to 20				
	Auto Duplexing Printing/Coping (2-sided Feature)	Yes				
Scanning	Maximum Scan Area (Platen/Flatbed Size)	A4, A3 and Legal				
	A4 Scan Speed -Colour (Image Per Minute) @ 300 x 300 dpi	71 to 80				
	Scan To Functions	Folder, Email				
	A4 Scan Speed - Mono (Image Per Minute) @ 300 x 300 dpi	71 to 80				
COPYING	Reduction and Enlargement Feature	Yes				
PAPER HANDLING	Original Document Feeder Type (For Scanning and Copying)	Single-Pass Document Feeders (SPDF)				
	Feeder Capacity (Number of Sheets) (For Scanning and Copying)	101 to 150				
	Number of Main Paper Tray	2				
	Total Paper Tray Combined Capacity (Number) at 75 GSM	1001 to 2000				
	Bypass Tray Facility	Yes				
	If Yes, Bypass Tray Capacity	100				
Connectivity	Connectivity	USB Port, Ethernet Port, Wi-Fi				
	Accessories Provided	NA				
Performance	Minimum Yield of the Cartridge/Ink/Toner supplied with Machine as per IS/ISO/IEC: 19752/2017/ 24712/24711 for Black (Number of Prints)	16100				
	Minimum Yield of the Cartridge/Ink/Toner Supplied with Machine as per IS/ISO/IEC: 19798:2017/24712/24711 for Cyan, Yellow and Magenta Color (Number of Prints)	9800				
	Minimum Duty Cycle (Number of Prints/Month)	1,20,001 to 1,50,001				
POWER	Power Supply	Single Phase AC 220 - 240 V, 50 - 60 Hz				
	Maximum Power Consumption (in Watt)	520				
Environmental	Minimum Operating Temperature (Degree C)	10				
	Maximum Operating Temperature (Degree C)	32				
	Minimum Operating Humidity (%RH)	10				
	Maximum Operating Humidity (%RH)	84				
Dimension	Standard Machine Weight with Single Tray (in Kg)	62.5				
	BIS CRS Compliance	Yes as per IS 13252 (Part 1)				

Certification	Maximum Number of Prints covered under Product warranty (Whichever is earlier)	84000
	EPR Registration in respect of the manufacturer/authorised importer as per E waste rules as amended up to date	Yes
	Agreed to Provide a copy of EPR Registration Certificate to the Buyer on Demand	Yes
उत्पाद का बीआईएस लाइसेंस  BIS license of the product: 41020249		
खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए   Buyer Defined Additional Specification for xerox A4, A3 and Legal Size Colour Laser Multifunction Machine		
विनिर्देश  Specification		मूल्य  Value
Minimum RAM size (GB) and Minimum Hard Disk Capacity (GB)		Minimum RAM size (GB) - 3 GB and Minimum Hard Disk Capacity (GB) - 250 GB
Scanning Feature, Networking Feature and Network Interface		Scanning Feature - Yes Required, Networking Feature - Yes Required and Network Interface - Ethernet 10/100/1000
Minimum Yield of the cartridge/Ink Tank/Ink Pack (for C, M, Y & K individually) supplied with Machine (Number of prints)		C,M,Y-15000 and K-25000
Minimum Life of Drum in terms of number of Prints		50000 copies
Minimum Bypass Tray Capacity and Minimum On Site Warranty (Year)		Minimum Bypass Tray Capacity - 100 and Minimum On Site Warranty (Year) - 3 Years
शुद्धिपत्र  Corrigendum		
ईपीबीजी विवरण   ePBG Detail		
सलाहकार बैंक   Advisory Bank :		ICICI
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):		5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions		
नियम और शर्तें  Terms and Conditions		
1. Special terms and conditions- Version:4 effective from 31-01-2025		
1.1 For Buyers		
1	Product Verification	The buyer/consignee shall verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.
2	Warranty	1. The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call centre to verify the certificate. 2. The product in GeM marketplace (Direct Purchase & L1 purchase) comes with a minimum standard on site warranty of one year. In case the seller has standard warranty more than one year, the same may be mentioned in the catalogue (including in the model name) and in such case higher warranty offered shall prevail/supersede the minimum one year warranty. 3. Buyer shall verify the actual number of prints completed by the Multifunction Machine Printer at the time of delivery (to ensure that the product has not been in use prior to delivery to the buyer) and may be verified using the Multifunction printer's built-in print counter or an equivalent tracking system as available with OEMs. 4. Buyer may please note that warranty does not cover any consumables i.e. Cartridges/Toner/Ink/Developer and such consumables.
For Sellers		
3	OEM Website Link/Part No for product verification	The OEM shall provide the OEM website link to the buyer at the time of delivery. The offered model details/configuration should be available on the OEM's website. A device serial number must also be provided at the time of supply, which must also be mentioned on the product supplied. The buyer/consignee must be able to verify the complete product details, including configuration, through the provided OEM website link.
4	Warranty	1. The seller shall furnish a valid warranty Certificate/Tag in physical or digital format from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care centre. 2. The warranty period will be valid for the specified number of years or until the printer reaches the OEM-defined Minimum Number of Prints within the Warranty Period , whichever is earlier, i.e. once the printer meets either the Minimum Number of Prints within the Warranty Period or the time duration specified, the warranty coverage will end. 3. The actual number of prints completed by the printer during the warranty period may be verified using the printer's built-in print counter or an equivalent tracking system.
5	Compliance of extended producer's responsibility	With effect from 1st April 2023, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalogue parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.
2. General Terms and Conditions-		
2.1 This contract is governed by the <a href="#">General Terms and Conditions</a> , conditions stipulated to this Product/Service as provided in the Marketplace.		
2.2 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

2.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

### 3. Buyer Added Bid Specific Terms and Conditions-

#### 3.1 Scope of Supply:

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

#### 3.2 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1 + 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

#### 3.3 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.

#### 3.4 Generic:

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

#### 3.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

### **1.) Manufacturer Authorization:-**

**Wherever Authorized Distributors / Service providers are submitting the bid, Authorization 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.**

**OR**

**General authorization / dealership / distributorship certificate shall also be considered in place of tender specific authorization.**

**The term 'Agent' broadly includes Distributor, Dealer, Channel Partner etc.**

### **2.) Delivery Period:-**

**The delivery period mentioned in the bid document is for completion of complete scope of supply i.e. Supply, Installation, Testing and Commissioning of goods.**

### **3.) Warranty period:-**

**Warranty period of the supplied products shall be as per the specification i.e. minimum 3 years from the date of final acceptance of goods after completion of installation, commissioning & testing of goods at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods.**

### **4.) Lowest Price Certificate:-**

**The bidder shall submit a certificate along with the offer confirming the prices quoted in the tender are the lowest and not higher than as applicable 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 for same specifications of the equipment / Tendered item/s. A self Certificate on Bidder's letterhead is to be submitted for above.**

### **5.) 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 currency 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 parallel RCs against the same tender. If any parallel RC holder does not accept the lower price, CIL shall have the right to delete 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 n**

ormal replacement;

iii) Sale of goods such as drugs, which have expiry date;

iv) Sale of goods or services at lower price on or after the date of completion of sale/ placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

**Note:**

a. The currency of contract will mean the period till completion of supply.

b. The bidder is required to submit a copy of the last (latest) purchase order (bidder may opt to mask the price portion and shall submit an undertaking that priced copy will be submitted on being L1 after opening of Price Bid / Reverse Auction) for the tendered / similar item(s) (Similar Item should be of same make / OEM) received by them from 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, along with the offer.

In case the bidder has not received any purchase order for the tendered / similar item(s) (of same make / OEM) from 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, they need to submit a self-certificate as under:

"It is hereby certified that, we .....(Name of the Firm), have not received any order for the tendered / similar item(s) (of same make / OEM) from 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".

c. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its 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 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.

e. The provisions of fall clause will however not apply for purchase value up to Rs. 2.0 lakh.

f. Point (b) above is not applicable in the case of renewal of Depot Agreements.

Along with submission of the required Purchase Order copy as per point no. Note B.) mentioned above, the bidder shall submit an undertaking along with the offer confirming acceptance of the aforementioned 'Price Fall Clause' on Bidder's letterhead.

The undertaking by the bidder for acceptance of Price Fall Clause shall be made part of GEM Offer.

**6.) Security Deposit:-**

**(Performance Security to be treated as Security Deposit)**

6.1 The details under ePBG Detail section of the Bid Document shall be treated as Security Deposit. To ensure due performance of the contract, Security Deposit is to be submitted by the successful bidder which has been awarded the contract. Security Deposit shall be for an amount of five per cent (5%) of the total landed value of the contract including all taxes, duties and other costs and charges. The Security Deposit shall be deposited through RTGS / NEFT / IMPS / other digital modes or in the form of a Bank Guarantee as per GEM format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.

6.2 The Security Deposit shall be in the same currency (ies) in which contract is to be signed.

~~6.3 In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 5% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.~~

**6.4 The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts / rate/running contracts.**

**6.5 Security Deposit will be released with the approval of HOD of MM Department / Area G M within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.**

**6.6 Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order.**

**6.7 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 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 the extended security deposit submission period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.**

**6.8 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, a penalty equivalent to 0.5% (half per cent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of Notification of Award / placement of Order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 5 % of the contract value.**

**6.9 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 equipment against Single / Open / Limited Tender Enquiries.**

**Note: - Copy of SFMS by issuing bank should be submitted along with hard copy of the Bank Guarantee.**

**7.) Performance Bank Guarantee (To be submitted directly to Buyer in Original)  
(This is in addition to the Security Deposit as mentioned above)**

**a. The successful tenderer shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract to cover the warranty/guarantee period. In case of Contracts for procurement of Capital Goods along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables / AMC / CMC for more than one year, the Performance Guarantee shall be for 10% of Contract Value.**

**b. To arrive at the value of the PBG, the order value should be calculated as per the following guidelines:**

**A) For Indigenous Order - For arriving at the value of PBG to be submitted for Indigenous Orders, the order value inclusive of GST and all other incidental cost, as applicable to the FOR Destination Price of the materials on order as applicable on the date of opening of price bid.**

**~~B) For Import Order--~~**

~~For arriving at the value of PBG to be submitted for Import Orders, the order value will be arrived at by adding estimated amount of Ocean Freight, Marine Insurance, Port Handling & Clearance Charges etc., Total Customs Duty and Inland Freight & Insurance including GST as applicable on the date of opening of price bid, to the FOB Price of the materials on order.~~

c. The Performance Bank Guarantee shall be issued by a RBI scheduled bank in India in the format attached as Annexure-I on a non-judicial stamp paper.

d. The PBG shall be in the same currency in which GEM contract has been issued.

e. The PBG (s) shall remain valid till 3 months after the completion of warranty period of all the equipment/ items covered in the contract.

f. 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 fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released with the approval of concerned HOD (MM) / Area GM after expiry of validity period after obtaining the following:

1. 'No Claim Certificate' from the concerned HOD (User Dept.) indicating that there is no claim pending.

2. 'No Claim Certificate' from the contractor indicating that there is no claim pending and that there is no dispute pending as per Annexure-II.

~~g. In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot / Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel, wherever required, additional Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India, subject to confirmation of the same by concerned Head of Technical Department. However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG. This 10% PBG will be released after satisfactory performance of all equipment/ items and fulfilment of contractual obligations including warranty obligations.~~

h. In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

The bidder shall submit the copy of SFMS Message as sent by the issuing Bank branch along with original Bank guarantee.

#### **8.) Submission of Bank Guarantee's :-**

The Bank Guarantee issued by the issuing bank on behalf of the bidder in favour of "Coal India Limited", should be in paper form (Stamp paper) as well as issued under "Structured Financial Messaging System". Issuing bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also, issuing Bank should mention "CIL0066312" in field no. "703 7" of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS platform is furnished below:-

Name of Bank	ICICI Bank

<b>Branch</b>	<b>Rasoi Court</b>
<b>IFSC Code</b>	<b>ICIC0000006</b>
<b>Account No.</b>	<b>000651000038</b>
<b>Customer ID</b>	<b>066312</b>

Original copy of Bank Guarantee issued by the issuing bank shall be sent by the issuing bank to MM Department, CIL.

#### **9.) Evaluation of Bid / Shortfall documents**

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

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

#### **10.) Checklist for Bidders w.r.t. submission of Documents along with the Offer**

<b>SL No.</b>	<b>Clause No.</b>	<b>Clause</b>	<b>Document Required to be Submitted</b>
<b>1</b>	<b>5.1</b>	<b>Manufacturer Authorization</b>	<b>1.) Bid Specific Manufacturer Authorization Form (MAF) / Certificate consisting of OEM details - Name, Designation, Address, e-mail Id and Phone No.</b>  <b>OR</b>  <b>2.) General authorization / dealership / distributorship certificate</b>
<b>2</b>	<b>5.4</b>	<b>Lowest Price Certificate</b>	<b>Self-Certificate on Bidder's letterhead w.r.t. Lowest Price Certificate.</b>
<b>3</b>	<b>5.5</b>	<b>Price Fall Clause</b>	<b>1.) Latest PO Copy for the tendered / similar item(s) (Similar Item should be of same make / OEM)</b>  <b>OR</b>  <b>2.) A self-certificate as per Clause 5.5 - Note B.).</b>
<b>4</b>	<b>5.5</b>	<b>Price Fall Clause</b>	<b>Undertaking w.r.t. acceptance of the 'Price Fall Clause' on Bidder's letterhead.</b>
<b>5</b>	<b>6</b>	<b>EMD</b>	<b>1.) Required EMD as mentioned in the bid document in the form of either BG or in the form of Payment online through RTGS / Internet Banking.</b>

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**OR**  
—

**2.) If Exemption is Claimed, Valid EMD Exemption document as per GeM GTC**

**3.6 Forms of EMD and PBG:**

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

Coal India Limited

Account No.

10373629359

IFSC Code

SBIN0009998

Bank Name

STATE BANK OF INDIA

Branch address

CAG, KOLKATA

. 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.

**3.7 Buyer Added Bid Specific ATC:**

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.